REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, September 12, 2022 7:00 P.M.

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

A. CALL TO ORDER: President Heather Graham

B. INVOCATION: Pastor Micah Aragon, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E.1. Proclamation Presentation: "Duchenne Awareness Day - September 7, 2022", Amy McCoy

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, August 22, 2022*** as distributed.

Documents:

08-22Minutes.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 $14,344.40 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 31 MACARTHUR PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

Documents:

Resolution_14984.pdf
Bid Summary_Change Order_Map.pdf

M.2. A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $5,000 TO JOSLYN RAFFERTY-CAMMER TO COMPLETE A FEASIBILITY STUDY ON A YOUTH LED CHICKEN COOP PROGRAM FOR THE PUEBLO FOOD PROJECT

Documents:

Resolution_14985.pdf
Professional Services Agreement.pdf
Liability Waiver Release.pdf

M.3. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $166,186 TO TOLIN MECHANICAL AND SETTING FORTH $13,814 FOR CONTINGENCIES, FOR PROJECT NO. 22-033 ICE ARENA COOLING TOWER REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14986.pdf
Bid Summary.pdf

M.4. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO VESSEL BREWING COMPANY, LLC, DBA GOLD DUST SALOON FOR THE USE OF RIGHT-OF-WAY AT 217 SOUTH UNION AVENUE TO PARTICIPATE IN THE ANNUAL CHILE AND FRIJOLES FESTIVAL

Documents:

Resolution_14987.pdf
Revocable Permit.pdf

M.5. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO SRDA FOR THE USE OF THE RIGHT-OF-WAY ADJACENT TO 230 NORTH UNION AVENUE TO PARTICIPATE IN THE ANNUAL CHILE AND FRIJOLES FESTIVAL

Documents:

Resolution_14988.pdf
Revocable Permit.pdf

M.6. A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, DBA DIBBLE ENGINEERING, TO PROVIDE ENGINEERING SERVICES FOR IMPROVEMENTS AT PUEBLO MEMORIAL AIRPORT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14989.pdf
Dibble Master Contract - Pueblo Memorial Airport.pdf

M.7. A RESOLUTION MODIFYING A FEE SCHEDULE TO BE COLLECTED THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS

Documents:

Resolution_14990.pdf

M.8. A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS DORCY COMMUNITY HOUSING ANNEXATION, 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

Documents:

Resolution_14991.pdf
Annexation Petition.pdf

M.9. A RESOLUTION APPROVING AND ADOPTING PUEBLO COUNTY'S EMERGENCY OPERATIONS PLAN (AUGUST 2022)

Documents:

Resolution_14992.pdf
Pueblo County Emergency Operations Plan.pdf

M.10. A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF PATRICK GRUBB TO THE PUEBLO REGIONAL BUILDING – MECHANICAL BOARD OF APPEALS

Documents:

Resolution_14993.pdf
Application.pdf

M.11. A RESOLUTION RATIFYING PACOG'S APPOINTMENT OF SANDRA SHERRER TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) – JOINT CITY-COUNTY APPOINTMENT

Documents:

Resolution_14994.pdf
Application.pdf

M.12. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALBERT HERRERA TO THE REGIONAL BUILDING COMMISSION

Documents:

Resolution_14995.pdf
Application.pdf

M.13. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MICHAEL

OCCHIATO, KEN SANCHEZ, AND JANET SCHRANER TO THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

Documents:

Resolution_14996.pdf
Application_Sanchez.pdf
Application_Schraner.pdf
Application_Occhiato.pdf

M.14. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DAVID LUCAS TO THE PUEBLO ENERGY ADVISORY COMMISSION

Documents:

Resolution_14997.pdf
Application.pdf

M.15. A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION AND RATIFYING THE ACTIONS OF THE CITY CLERK IN CONNECTION THEREWITH

Documents:

Resolution_14998.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND ROSEMOUNT MUSEUM, 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

Documents:

Ordinance_N-1.pdf
Grant Agreement.pdf

N.2. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BESSEMER HISTORICAL SOCIETY D/B/A THE STEELWORKS CENTER OF THE WEST, 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_N-2.pdf
Grant Agreement.pdf

N.3. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SOCOL RACING D/B/A SOUTHERN COLORADO

YOUTH DEVELOPMENT. 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 TWO HUNDRED DOLLARS ($40,200.00) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_N-3.pdf
Subrecipient Agreement.pdf

N.4. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FUEL AND IRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, 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 TWO HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED TWENTY-ONE AND 51/100 DOLLARS ($294,121.51) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_N-4.pdf
Grant Agreement.pdf

N.5. AN ORDINANCE APPROVING AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $150,000 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL, INC., FOR REGULATORY ASSISTANCE AND GENERAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-5.pdf
Professional Services Agreement.pdf

N.6. AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF $20,000 FROM THE TRAILHEAD INSTITUTE FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2215, AND BUDGETING AND APPROPRIATING $20,000 TO PROJECT NO. CI2215

Documents:

Ordinance_N-6.pdf
Grant Agreement.pdf

N.7. AN ORDINANCE REZONING 14.1-ACRES GENERALLY LOCATED SOUTH OF OAKSHIRE LANE, NORTH OF 13TH STREET, AND WEST OF BEAUMONT AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND S-1, GOVERNMENTAL USE ZONE DISTRICT TO R-4, MIXED RESIDENTIAL ZONE DISTRICT

Documents:

Ordinance_N-7.pdf
P_Z Report.pdf

N.8. AN ORDINANCE REZONING 215 EAST ORMAN AVENUE FROM S-1, GOVERNMENTAL USE ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD AND RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE

DISTRICTS

Documents:

Ordinance_N-8.pdf
P_Z Report.pdf

N.9. AN ORDINANCE REZONING 1.52-ACRES OF LAND ALONG STATE HIGHWAY 96 AND WEST OF VICTORY LANE FROM B-3, HIGHWAY ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

Documents:

Ordinance_N-9.pdf
P_Z Report.pdf

N.10. AN ORDINANCE VACATING A 20-FOOT PUBLIC UTILITY EASEMENT BETWEEN PARCEL B, REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION

Documents:

Ordinance_N-10.pdf
P_Z Report.pdf

N.11. AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 5 SUBDIVISION

Documents:

Ordinance_N-11.pdf
P_Z Report.pdf

N.12. AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME STORMWATER ENGINEERING MANAGER POSITION TO THE AUTHORIZED STAFFING OF THE STORMWATER DEPARTMENT AS PART OF A REORGANIZATION

Documents:

Ordinance_N-12.pdf

N.13. AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR STORMWATER ENGINEERING MANAGER

Documents:

Ordinance_N-13.pdf

N.14. AN ORDINANCE DECLINING EMPLOYER PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE (FAMLI) PROGRAM AND ACT CREATED AND CODIFIED AT PART 5, ARTICLE 13.3, TITLE 8 OF THE COLORADO REVISED STATUTES

Documents:

Ordinance_N-14.pdf

N.15. AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND CLARITY TELECOM, LLC., DBA BLUEPEAK FIBER, A DELAWARE LIMITED LIABILITY COMPANY

Documents:

Ordinance_N-15.pdf
License Agreement.pdf

N.16. AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY GRANT AWARD NO. EMW-2021-FG-07073 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2210 FOR THE PURCHASE OF ONE AIR COMPRESSOR AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $45,599 WHICH INCLUDES A TEN PERCENT COST MATCH OF $4,145.37 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

Documents:

Ordinance_N-16.pdf
Grant Award.pdf

N.17. AN ORDINANCE APPROVING A NON-DISCLOSURE AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND COLORADO SPRINGS UTILITIES, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-17.pdf
Agreement.pdf

N.18. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, RELATING TO TRAILHEAD ACCESS TO THE CITY OF PUEBLO'S TRAIL TO THE ARKANSAS RIVER

Documents:

Ordinance_N-18.pdf
Memorandum of Understanding.pdf

N.19. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT NO. 3 TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEW CF&I INC., A DELAWARE CORPORATION

Documents:

Ordinance_N-19.pdf
Employment Agreement.pdf

N.20. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO A HANGAR LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, RELATING TO LAND AND A HANGAR BUILDING LOCATED AT THE PUEBLO MEMORIAL AIRPORT

Documents:

Ordinance_N-20.pdf
Amendment No. 2.pdf

N.21. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A CONSTRUCTION PROJECT AT 32501 WALT BASSETT AVENUE, PUEBLO, CO 81001

Documents:

Ordinance_N-21.pdf
LOCKHEED - PDF Management Agreement.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, September 26, 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 $363,537 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TWO GOVERNMENTAL 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_14999.pdf

Q.2. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,540,988.36 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $154,098.84 FOR CONTINGENCIES, FOR PROJECT NO. 22-064 ASPHALT PAVING – PHASE 3 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_15000.pdf
Bid Summary.pdf

Q.3. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,032,873.79 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $103,287.38 FOR CONTINGENCIES, FOR PROJECT NO. 22-079 ASPHALT PAVING – PHASE 4 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_15001.pdf
Bid Summary.pdf

Q.4. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT CORP IN THE AMOUNT OF $750 TO SUPPORT THE 15TH ANNUAL LIFETIME ACHIEVEMENT AWARD CEREMONY

Documents:

Resolution_15002.pdf
Council Contingencies.pdf
Request.pdf

Q.5. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER IN THE AMOUNT OF $2,500 TO SUPPORT THE PUEBLO CHILE BALLOON FIESTA

Documents:

Resolution_15003.pdf
Council Contingencies.pdf
Request.pdf

Q.6. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE SONG OF PUEBLO IN THE AMOUNT OF $3,000 TO SUPPORT THE SONG OF PUEBLO PERFORMANCE

Documents:

Resolution_15004.pdf
Council Contingencies.pdf
Request.pdf

Q.7. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO DISTRICT 60 EDUCATION FOUNDATION IN THE AMOUNT OF $1,000 TO SUPPORT CORNHOLE AT THE DUTCH, A FUNDRAISER

Documents:

Resolution_15005.pdf
Council Contingencies.pdf
Request.pdf

R. ORDINANCES – FINAL PRESENTATION

R.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

Continued from August 22, 2022 meeting

Documents:

Ordinance_10263.pdf
Engineering Services Contract.pdf

R.2. AN ORDINANCE APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2208 AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,042.00, TO SAID PROJECT

Documents:

Ordinance_10264.pdf
Cooperation Agreement.pdf

R.3. AN ORDINANCE ESTABLISHING 2023 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $7,400 FOR SAID PROJECT

Documents:

Ordinance_10265.pdf
CDOT Purchase Order.pdf

R.4. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1221 EAST ABRIENDO AVENUE FROM B-4, CENTRAL BUSINESS DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD

Documents:

Ordinance_10266.pdf
P_Z Report.pdf

R.5. AN ORDINANCE VACATING TWO 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED WITHIN BLOCKS 3, 4 AND 5, VILLA BELLA SUBDIVISION, FILING NO. 1 AND UNIMPROVED CBI DRIVE AND THE EASTERN PORTION OF UNIMPROVED NAPOLI WAY

Documents:

Ordinance_10267.pdf
P_Z Report.pdf

R.6. AN ORDINANCE CHANGING THE STREET NAME OF NAPOLI WAY TO MEDICI WAY

Documents:

Ordinance_10268.pdf
P_Z Report.pdf

R.7. AN ORDINANCE APPROVING THE VILLA BELLA FILING NO. 2 SUBDIVISION

Documents:

Ordinance_10269.pdf
P_Z Report.pdf

R.8. AN ORDINANCE APPROVING AND ACCEPTING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, FOR THE MANAGEMENT, OPERATION, AND PROMOTION OF THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10270.pdf
Management Agreement.pdf

ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, AUGUST 22, 2022 – 7:00 P.M.

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Pastor Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Elvis Martinez – City Council, Domestic Violence, More
- Frank Cirillo – Monument

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Mayor Gradisar informed Council that the two marijuana initiated petitions had been deemed insufficient by the City Clerk and petitioners had withdrawn those efforts. He also reminded Council that the State Fair starts on Friday and asked the community to be good hosts to our guests from around the state.

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. Mayor Gradisar requested that item R-1 be continued to the September 12, 2022 agenda. Ms. Martinez, seconded by Mr. Martinez Ortega, moved to continue item R-1 to the September 12, 2022 agenda and to approve the agenda as modified.

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

MINUTES

I. READING AND APPROVAL OF MINUTES

Mr. Flores, seconded by Mr. Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, August 8, 2022** as distributed.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L-1 NONE SUBMITTED

M. RESOLUTIONS

M-1 RESOLUTION NO 14968 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,188 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1142 BERKLEY PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

M-2 RESOLUTION NO 14969 ESTABLISHING PROJECT CI2212 – ICE ARENA COOLING TOWER PROJECT, TRANSFERRING $37,600.47 FROM CAPITAL PROJECTS CI1811 AND CI1111 INTO PROJECT CI2212, AND AUTHORIZING THE TRANSFER OF $42,399.53 FROM LOTTERY PROJECTS LT1113, LT1402, LT1701, LT1902, AND LT2201 INTO PROJECT LT2202 – ICE ARENA COOLING TOWER REPLACEMENT PROJECT

M-3 RESOLUTION NO 14970 TRANSFERRING $20,000 IN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

M-4 RESOLUTION NO 14971 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE COLORADO STATE FAIR, FOR USE OF THE SMALL AVENUE RIGHT OF WAY, BETWEEN EUCLID AVENUE AND SCRANTON AVENUE, TO ALLOW FOR PARKING SCHOOL BAND BUSES AND EQUIPMENT VEHICLES

M-5 RESOLUTION NO 14972 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 WELCOME BACK TO CAMPUS EVENT ON MONDAY, AUGUST 22, 2022

MINUTES

M-6 RESOLUTION NO 14973 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE PUEBLO BULLS HOCKEY CLUB FOR THE USE OF GRAND AVENUE AND THE RIGHTS OF WAY IN BETWEEN WEST CITY CENTER DRIVE AND WEST 2ND STREET ON SEPTEMBER 10, 2022 TO HOLD THEIR OPENING NIGHT CELEBRATION

M-7 RESOLUTION NO 14974 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO YMCA OF PUEBLO FOR THE USE OF A PORTION OF SPAULDING AVENUE, AND PARKER BOULEVARD, ON SEPTEMBER 10, 2022 TO HOLD THE 2022 CORPORATE CUP 5K RUN/WALK EVENT

M-8 RESOLUTION NO 14975 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO YMCA OF PUEBLO FOR THE USE OF SPAULDING AVENUE, AND 31ST STREET, ON SEPTEMBER 15, 2022 TO HOLD THE 2022 CORPORATE CUP ONE MILE EVENT

M-9 RESOLUTION NO 14976 ACCEPTING THE FINDINGS OF AND ADOPTING THE NEW AIRPORT MASTER PLAN

M-10 RESOLUTION NO 14977 CONFIRMING THE APPOINTMENT BY THE MAYOR OF TIFFANY GARCIA TO THE ADA ADVISORY COMMITTEE

N. ORDINANCES – FIRST PRESENTATION

N-1 AN ORDINANCE ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2208, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,042 TO SAID PROJECT – *submitted for First Presentation*

Public Hearing was Set for Monday, September 12, 2022, Notice of Hearing was Ordered Published by Title.

N-2 AN ORDINANCE ESTABLISHING 2023 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $7,400 FOR SAID PROJECT – *submitted for First Presentation*

Public Hearing was Set for Monday, September 12, 2022, Notice of Hearing was Ordered Published by Title.

N-3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1221 EAST ABRIENDO AVENUE FROM B-4, CENTRAL BUSINESS DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD – *submitted for First Presentation*

Public Hearing was Set for Monday, September 12, 2022, Notice of Hearing was Ordered Published by Title.

N-4 AN ORDINANCE VACATING TWO 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED WITHIN BLOCKS 3, 4 AND 5, VILLA BELLA SUBDIVISION, FILING NO. 1 AND UNIMPROVED CBI DRIVE AND THE EASTERN PORTION OF UNIMPROVED NAPOLI WAY – *submitted for First Presentation*

Public Hearing was Set for Monday, September 12, 2022, Notice of Hearing was Ordered Published by Title.

N-5 AN ORDINANCE CHANGING THE STREET NAME OF NAPOLI WAY TO MEDICI WAY – *submitted for First Presentation*

Public Hearing was Set for Monday, September 12, 2022, Notice of Hearing was Ordered Published by Title.

N-6 AN ORDINANCE APPROVING THE VILLA BELLA FILING NO. 2 SUBDIVISION – *submitted for First Presentation*

Public Hearing was Set for Monday, September 12, 2022, Notice of Hearing was Ordered Published by Title.

N-7 AN ORDINANCE APPROVING AND ACCEPTING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, FOR THE MANAGEMENT, OPERATION, AND PROMOTION OF THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, September 12, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Mr. Martinez Ortega, seconded by Mr. Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for **Monday, September 12, 2022,** and Order the Ordinances to be published **BY TITLE.**

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q-1 RESOLUTION NO 14978 AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR A GOVERNMENT SERVICES PROJECT TO RELOCATE AND REPLACE FIBER LINES, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

A staff report and detailed review of the Resolution was given by Lori Pinz, Director of IT.

MINUTES

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

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

Q-2 RESOLUTION NO 14979 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $755,305.50 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $160,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-063 ASPHALT PAVING – PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Resolution was given by 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, Martinez Ortega, and Winner. Motion carried unanimously.

Q-3 RESOLUTION NO 14980 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO UNITED WAY - PUEBLO COUNTY IN THE AMOUNT OF $500 TO SUPPORT THE CAMPAIGN KICKOFF LUNCHEON

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

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

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

Q-4 RESOLUTION NO 14981 AUTHORIZING TRANSFER OF FUNDS FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO COUNTY IN SUPPORT OF THE 2022 HOLIDAY LIGHTING CEREMONY

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

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

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

Q-5 RESOLUTION NO 14982 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO YBARRA'S BOXING IN THE AMOUNT OF $1,500 TO SUPPORT ITS BOXING EVENT

MINUTES

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

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

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

Q-6 RESOLUTION NO 14983 CONFIRMING THE APPOINTMENT OF ANDRA AHRENS TO THE POSITION OF DIRECTOR OF WASTEWATER

A staff report and detailed review of the Resolution was given by Mayor Nicholas Gradisar.

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

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

R. ORDINANCES – FINAL PRESENTATION

R-1 CONTINUED TO SEPTEMBER 12, 2022 AGENDA

R-2 ORDINANCE NO 10253 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) – *submitted for Final Presentation*

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

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, Martinez Ortega and Winner. Motion carried unanimously.

R-3 ORDINANCE NO 10254 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 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Lori Pinz, Director of IT.

PUBLIC HEARING:

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

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

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

R-4 ORDINANCE NO 10255 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 – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-5 ORDINANCE NO 10256 AMENDING ZONING RESTRICTIONS TO REZONE PARCELS 527306003 AND 527306004 FROM A-4, AGRICULTURAL FOUR ZONE DISTRICT TO I-2, INDUSTRIAL ZONE 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 documents and records for Case #Z22-10 from the Planning & Zoning Commission meeting dated July 13, 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 Ms. Winner, moved to approve the Ordinance on Final Presentation.

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

MINUTES

R-6 ORDINANCE NO 10257 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 – *submitted for Final Presentation*

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

PUBLIC HEARING:

- Mark Holmes appeared in person to speak in favor of this ordinance
- Robin Cope appeared in person to speak against this ordinance
- Ron Serna appeared in person to speak in favor of this ordinance

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

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

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

R-7 ORDINANCE NO 10258 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 – *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.

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

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

R-8 ORDINANCE NO 10259 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 – *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.

MINUTES

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

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

R-9 ORDINANCE NO 10261 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 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Mayor Nicholas Gradisar.

PUBLIC HEARING:

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

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

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

R-10 ORDINANCE NO 10262 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 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Mayor Nicholas Gradisar.

PUBLIC HEARING:

- Denise Atkinson-Shorey appeared in person to speak in favor of this ordinance
- Salvador Akunez appeared in person to speak in favor of this ordinance

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

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

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

MINUTES

S. EXECUTIVE SESSION

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

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

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

ADJOURN: 9:11 p.m. President Graham Adjourned the Meeting into Executive Session.

Respectfully submitted,

Marisa Stoller
City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 2022

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

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

VIA**:** Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,344.40 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 31 MACARTHUR 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 31 MacArthur.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Engineering Department was notified that the collection crew had performed a television inspection (TVI) of the main located at 31 MacArthur due to a customer complaint. During the TVI, the collection crew found a large hole and 60% sag in the main. An emergency repair was performed to repair the hole and sag before there was any more damage to the main and before a sink hole at the surface formed.

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:	$	7,002.40	49%
Surface Improvement Related			
Total:	$	7,342.00	51%
Grand Total:	$ 14,344.40		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. 14984

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,344.40 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 31 MACARTHUR, 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 31 MacArthur with Parker Excavating Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of $14,344.40.

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 affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution 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: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair

Date:

Project Number: 20-059 (WWAN03)

Item	Description	Estimated			K.R. Swerdfeger Construction, Inc. Unit Price		FRPHI Landsca Unit Price
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		190.00	$ -	365.00
		21-100	LF		143.00	$ -	352.00
		>100	LF		133.00	$ -	324.00
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		200.00	$ -	480.00
		21-100	LF	28	153.00	$ 4,284.00	465.00
		>100	LF		143.00	$ -	452.00
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		198.00	$ -	440.00
		21-100	LF		151.00	$ -	432.00
		>100	LF		141.00	$ -	424.00
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		208.00	$ -	560.00
		21-100	LF		161.00	$ -	552.00
		>100	LF		151.00	$ -	540.00
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		207.00	$ -	555.00
		21-100	LF		160.00	$ -	547.00
		>100	LF		150.00	$ -	535.00
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		217.00	$ -	620.00
		21-100	LF		170.00	$ -	610.00
		>100	LF		160.00	$ -	598.00
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		225.00	$ -	610.00
		21-100	LF		178.00	$ -	598.00
		>100	LF		168.00	$ -	588.00
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		235.00	$ -	725.00
		21-100	LF		188.00	$ -	718.00
		>100	LF		178.00	$ -	712.00
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		150.00	$ -	4500.00
		21-100	LF		100.00	$ -	4500.00
		>100	LF		100.00	$ -	4500.00
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		250.00	$ -	7100.00
		21-100	LF		200.00	$ -	7100.00
		>100	LF		200.00	$ -	7100.00
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		95.00	$ -	68.00
		21-100	LF		70.00	$ -	65.00
		>100	LF		65.00	$ -	62.00
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		102.00	$ -	72.00
		21-100	LF		77.00	$ -	69.00
		>100	LF		72.00	$ -	66.00
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		110.00	$ -	74.00
		21-100	LF		75.00	$ -	71.00
		>100	LF		70.00	$ -	69.00
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		120.00	$ -	78.00
		21-100	LF	50	85.00	$ 4,250.00	75.50
		>100	LF		80.00	$ -	72.00
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		25.00	$ -	38.00
		21-100	SF		20.00	$ -	35.00
		>100	SF		15.00	$ -	32.00
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		25.00	$ -	36.00
		21-100	SF		20.00	$ -	34.00
		>100	SF		15.00	$ -	32.00
17	Remove and Replace 4” Concrete	1-20	SF		20.00	$ -	28.00
		21-100	SF		15.00	$ -	26.00
		>100	SF		15.00	$ -	22.00
18	Remove and Replace Standard Curb and Gutter	1-20	LF		55.00	$ -	60.00
		21-100	LF		50.00	$ -	56.00
		>100	LF		45.00	$ -	51.00
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	15	165.00	$ 2,475.00	285.00
		21-100	CY		165.00	$ -	255.00
		>100	CY		165.00	$ -	210.00
20	Remove Camera/Cleaning Head/Tap Cutter	HR			325.00	$ -	250.00
21	Remove and Replace 48” Diameter Manhole	EA		1	4000.00	$ 4,000.00	6100.00
22	Remove and Replace 60” Diameter Manhole	EA			4900.00	$ -	10115.00
23	Reinstate Services	EA		1	300.00	$ 300.00	150.00
24	Mobilization	LS		1	1500.00	$ 1,500.00	1750.00
				Total		$ 16,809.00	
		With Contingency				$ 20,170.80	$ -

ECS & ape, Inc.		Parker Excavating, Inc.	
		Unit Price	
$	-	125.00	$ -
$	-	115.00	$ -
$	-	98.00	$ -
$	-	126.00	$ -
$	13,020.00	120.00	$ 3,360.00
$	-	115.00	$ -
$	-	140.00	$ -
$	-	120.00	$ -
$	-	117.00	$ -
$	-	141.00	$ -
$	-	121.00	$ -
$	-	118.00	$ -
$	-	139.00	$ -
$	-	137.00	$ -
$	-	128.00	$ -
$	-	140.00	$ -
$	-	138.00	$ -
$	-	129.00	$ -
$	-	142.00	$ -
$	-	129.00	$ -
$	-	131.00	$ -
$	-	143.00	$ -
$	-	130.00	$ -
$	-	132.50	$ -
$	-	110.00	$ -
$	-	90.00	$ -
$	-	86.00	$ -
$	-	115.00	$ -
$	-	95.00	$ -
$	-	90.00	$ -
$	-	95.00	$ -
$	-	75.00	$ -
$	-	74.00	$ -
$	-	95.00	$ -
$	-	75.00	$ -
$	-	74.00	$ -
$	-	108.00	$ -
$	-	84.00	$ -
$	-	83.00	$ -
$	-	108.00	$ -
$	3,775.00	84.00	$ 4,200.00
$	-	83.00	$ -
$	-	21.50	$ -
$	-	17.50	$ -
$	-	17.00	$ -
$	-	16.75	$ -
$	-	16.50	$ -
$	-	16.00	$ -
$	-	13.75	$ -
$	-	13.25	$ -
$	-	13.00	$ -
$	-	45.00	$ -
$	-	44.00	$ -
$	-	43.00	$ -
$	4,275.00	167.00	$ 2,505.00
$	-	167.00	$ -
$	-	167.00	$ -
$	-	498.00	$ -
$	6,100.00	4340.00	$ 4,340.00
$	-	5190.00	$ -
$	150.00	388.00	$ 388.00
$	1,750.00	1650.00	$ 1,650.00
$	29,070.00		$ 16,443.00
$	34,884.00	$ -	$ 19,731.60

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 Change Order No. : ONE 8/10/2022 Page 1 of 1

Project Name : FY2021 & 2023 Sanitary Sewer Point Repair
31 MACARTHUR

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 8" PVC PIPE MORE THAN 10' DEEP	($360.00)	
2	ASPHALT PATCH-5"HMA ON 6" CLASS 6 ABC FOR 12" AND 15" PIPE	($4,200.00)	
3	INSTALL EXTRA LEAN CONCRETE FLOWFILL		$1,837.00
4	REMOVE AND REPLACE 48" DIAMETER MANHOLE	($4,340.00)	
2	ASPHALT PATCH-5" HMA ON 6" ABC FOR 8" AND 10" PIPE		$3,000.00
4	TRAFFIC CONTROL		$1,964.40
	TOTAL (Decrease) / Increase	($8,900.00)	$6,801.40

Net Adjustment This Change Order	$	(2,098.60)
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	16,443.00
Total Adjusted Contract Amount To Date	$	14,344.40

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:_____
Director of Wastewater

FORM CO100.1299



city of PUEBLO colorado

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 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 $5,000 TO JOSLYN RAFFERTY-CAMMER TO COMPLETE A FEASIBILITY STUDY ON A YOUTH LED CHICKEN COOP PROGRAM FOR THE PUEBLO FOOD PROJECT

SUMMARY:

Attached is a Resolution awarding an Agreement for Professional Services to Joslyn Rafferty-Cammer for the completion of a feasibility study on the Youth Led Chicken Coop Program 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 complete this feasibility study. The Colorado Department of Law Grant to Pueblo Food Project specifically asks for the feasibility study and implementation of a Youth Led Chicken Coop. The education and engagement of our youth is important to improving and growing our food system.

One proposal was received from a community member and reviewed by the Pueblo Food Project.

FINANCIAL IMPLICATIONS:

Funding in the amount of $5,000 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. 14985

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $5,000 TO JOSLYN RAFFERTY-CAMMER TO COMPLETE A FEASIBILITY STUDY ON A YOUTH LED CHICKEN COOP PROGRAM FOR THE PUEBLO FOOD PROJECT

WHEREAS, competitive bids for the Pueblo Food Project Youth Led Chicken Coop Feasibility Study have been received and examined; and

WHEREAS, the proposal of Joslyn Rafferty-Cammer of Pueblo, Colorado was the proposer determined to be responsive for the assessment, and the Committee of Awards recommends to the City Council that it authorize Pueblo Food Project Youth Led Chicken Coop Feasibility Study; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes the Pueblo Food Project Youth Led Chicken Coop Feasibility Study to be performed and the agreement for said project is hereby awarded to Joslyn Rafferty-Cammer in the amount of $5,000.

SECTION 2.

The Agreement for Professional Services between the City of Pueblo, a Municipal Corporation, and Joslyn Rafferty-Cammer, 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 Pueblo Food Project Youth Led Chicken Coop Feasibility Study shall be paid from Project No. CI2014.

SECTION 4.

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 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 implement the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 12, 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 ___ day of _____, 2022 ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Joslyn Rafferty-Cammer, a Colorado sole proprietor, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to the Pueblo Food Project Youth-Led Chicken Coop Feasibility Study 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. $5,000.00. 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 September 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: Joslyn Rafferty-Cammer, 4405 Eagle Ranch Road, Pueblo, Colorado, 81004. 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: _____
Naomi Hedden, Director of Purchasing

Attest: _____
City Clerk

[S E A L]

JOSLYN RAFFERTY-CAMMER

By: _____

Title: Consultant

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:
The Consultant will develop an assessment of the current landscape in Pueblo County to develop a youth-led community chicken coop program. The program was developed by the Pueblo Food Project and the Colorado Department of Law as part of grant award deliverables. The Consultant will:

- summarize, analyze, and evaluate the existing efforts, outcomes, opportunities, and roadblocks
- identify a list of stakeholders responsible for, or interested in, creating and maintaining efforts at schools, within school clubs, or outside organizations
- provide feasible recommendations based on stakeholder input for growing and sustaining the youth-led chicken coop program in Pueblo County, across our two school districts, charter school networks, clubs, and outside organizations.
- identify possible locations for this project to live
- provide a program roadmap based on evidence collected with key stakeholders and Pueblo Food Project

Deliverables:

- One complete assessment report including, at a minimum, the following sections
  - o Executive summary
  - o Current efforts
    - Programs, locations, budgets associated
    - Outcomes
    - Roadblocks
    - The role played by the implementing school
    - The role played by community partners
  - o Opportunities for youth-led chicken coop efforts in
    - In-school programing
    - After-school programming
    - Community partnerships with schools
  - o Roadblocks hindering the development of a youth-led chicken coop in Pueblo County
- One list of community contacts including staff persons at the school districts who are leading or interested in a youth-led chicken coop program, and the role they are currently or willing to play
- List of locations that the program may be able to live and contacts for each location
- A summary of what the program would look like based on the stakeholder input and expertise of the awarded consultant.

Consultant's Qualifications

- Demonstrated understanding of raising and caring for chickens in Pueblo
- Demonstrated experience in community assessment work
- Demonstrated understanding of the Pueblo Food Project

Budget

This is a fixed-cost contract with a budget of no more than $5,000.

Consultant Submittal:

Joslyn Rafferty-Cammer
4405 Eagle Ranch Road
Pueblo 81004
719-248-5841

Hi and Hello!

Thank you so much for the invitation to help Pueblo County youth! This is my bid response to the Youth Led Chicken Coop Study lead by the Pueblo Food Project. I have been familiar with Pueblo Food Project and are excited for an opportunity to work closely with them.

I believe strongly that helping and educating our community about where their food comes from, and taking it to a whole other level by starting with poultry as it's products have become something most people consume daily. My grandparents had a backyard broiler flock that they started during one of the leaner times in the 50's. They lived in Lakewood, Colorado and were both farm kids from the Maybell/Meeker community. They instilled a love for raising chickens for both egg and meat as I can recall family photos of me in a diaper holding a chicken like a baby. I've raised poultry for the majority of my life and have been involving myself with youth programs to pass on my inspiration to the next generation. I was a member of the 4H Parker Aggies in Douglas County, Colorado as well as Feather Fanciers Club (showed as a youth) and a member of the American Poultry Association. I now have become connected with the Poultry Improvement and Conservation Association, looking to maintain and preserve heritage breeds that are seeing declining hatch rates and fewer breeders. Currently, I'm the Pueblo County Poultry Superintendent with 4H and love teaching youth about marketing, breeding, embryology, meat quality and showmanship which is only part of my involvement within the community. Outside of 4H I have also been getting into the classroom and sharing my personal passion for poultry and encouraging them to be excited to learn where their food is coming from, starting with an egg. This last year we had 3 separate batches of incubators with hatching eggs, I hope to expand and would love the opportunity to develop more relationships with schools and possibly have youth help raise and take care of poults after they hatch them. I worked with the Vineland FFA/AG program and they have a garden and barn setup for animals. It's been a great project since I have started and I have watched the kids' knowledge of poultry grow over my time there. While most rural schools have access to space and can raise poultry, I'd like to see schools in the District 60 create a farm to table learning experience for kids where they can grow a garden, have a small scale chicken coop, collect eggs and learn about taking care of animals. I'd like to approach the Boys and Girls Club on the east side of Pueblo in an addition to schools. They have a program year round that could help maintain the husbandry and care of the poultry. I believe you can have 10 chickens in City Limits and Pueblo West 12 and that's more than enough to start a program. Utilizing the CSU Extension office and resources would be helpful would most certainly be helpful. I'm also looking at the possibility to partner with

Holmes Hardware Block on Union which are looking at developing a project downtown that would include raising poultry and produce for their restaurant. I like the idea of educating on regenerative farming and how that can impact our food source on a small scale. To summarize, the chicken manure helps provide nutrients to the garden, the weeds are given to the chickens and produce scraps from the kitchen are too. Then, showing how you can change yards so the vegetation is not destroyed, but maintained in a healthy way.

I'm going to be honest, I've never developed a poultry plan like this for a school. I've helped friends, 4H'ers and others interested in raising poultry construct and raise backyard flocks from the basics of housing, space, environment, feed, nutrition and picking breeds. I've worked with Beth at CSU Pueblo Extension on online presentations and a farm tour of my emu on YouTube. I host butchering clinics at my farm were we look at meat conformation and fleshing, talk about ways to improve bird quality and learn how to process for personal use. I teach basic showmanship clinics here in Pueblo and will be partnering with Huerfano County youth. I had the pleasure of visiting and judging poultry projects at their county fair in La Veta last week. I think it is important to reach out and help communities in Pueblo and elsewhere to gain knowledge in raising poultry because I believe strongly in educating the youth from a young age. When I started my embryology projects at schools, it was interesting to hear of so many kids not knowing where their chicken nuggets or even a carton of eggs were coming from. It has been and will continue to be my goal to teach the youth and others about where their food is coming from and how we can improve the quality of our food along the way.

References:
4H leader
Vicky Ingram
719-252-8540
baconeggsfarm@gmail.com

FFA/AG teacher at Vineland Middle School
Stacey Bustos
719-821-0911
Slbustos@district70.org

CSU Pueblo Extension Agent for Youth Development
Jen Loewen
719-248-0367
johnstonje@pueblocounty.us

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, & INDEMNIFICATION AGREEMENT FOR CITY OF PUEBLO

Notice – By signing this document you are agreeing to waive certain legal rights, including the right to sue.

In consideration of Joslyn Rafferty-Cammer ("Consultant") entering into the Agreement for Professional Services dated Sept. 1, 2022 (the "Contract") with the City or Pueblo's ("Client"), Consultant does hereby agree to the fullest extent permitted by law, as follows:

1) **TO WAIVE ALL CLAIMS** that Consultant has or may have against the Client arising out of the Contract;

2) **TO ASSUME ALL RISKS** of participating in the Client's activities and the Contract, even those caused by the **negligent** acts or conduct of the Client, its affiliates, operators, employees, agents, and/or officers. The Consultant understands that there are inherent risks of participating in the Contract, which may be both foreseen and unforeseen, and include serious physical injury and death;

3) **TO RELEASE** the Client, its affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Consultant (or his next of kin) may suffer, arising out of the Contract. The Consultant specifically understands that he is releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Client, its affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law; and

4) **TO INDEMNIFY** the Client, its affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Consultant (or his next of kin) may suffer or cause, directly or proximately.

Personal Responsibility

Consultant understands that his participation is voluntary and further understand that he has the opportunity to not enter into the Contract.

Consultant is obligated to minimize his risks, including the risk of injury, through the exercise of common sense and by being aware of his surroundings.

If the Consultant observes any unusual hazard or condition which they believe jeopardizes Consultant's personal safety or property, Consultant shall immediately bring the condition to the attention of the Client and stop all activity.

Workers' Compensation. Consultant affirms he does not currently have any employees on payroll and that he will be the only person working on this project. Consultant also affirms that should this change and he begins to employ workers for pay at any time that he is performing work pursuant to the Contract, he will immediately obtain and provide proof of Worker's Compensation coverage. Consultant hereby indemnifies and holds harmless the Client, its officers, agents, employees, and any other person or entities acting on behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, of any person, including Consultant, who suffers any injury, disability, death or other harm, to person or property or both, as a result of the Contract.

Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all parties had signed the same original. The parties further agree that transmission of this agreement by telecopy or via email in a PDF format shall be deemed transmission of the original Amendment for all purposes.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Consultant's Name (Printed): Joslyn Rafferty-Cammer

Consultant's Signature: J. Rafferty-Cammer Date: 9/1/22

Name of Witness (Printed): Megan Moore

Witness Signature: Megan Moore Date: 9/1/22

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 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 $166,186 TO TOLIN MECHANICAL AND SETTING FORTH $13,814 FOR CONTINGENCIES, FOR PROJECT NO. 22-033 ICE ARENA COOLING TOWER REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Tolin Mechanical for Project No. 22-033 Ice Arena Cooling Tower Replacement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the removal and proper disposal of the existing evaporative condenser unit, modification of the existing condenser stand to accommodate the new unit, installation of a new BAC PCC-0106-0412NO10 Evaporative Condenser, replacement of the existing Variable Frequency Drive with a new Eaton DG1-34016FB-C21C VFD, and related plumbing and electrical connections to bring the new unit into service

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $180,000 will be paid from account LT2202 Cooling Tower Replace – Ice Arena.

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. 14986

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $166,186 TO TOLIN MECHANICAL AND SETTING FORTH $13,814 FOR CONTINGENCIES, FOR PROJECT NO. 22-033 ICE ARENA COOLING TOWER REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-033 Ice Arena Cooling Tower Replacement have been received and examined; and

WHEREAS, the proposal of Tolin Mechanical, was the only bid determined to be responsive, and the Committee of Awards recommends to the City Council it authorize Project No. 22-033 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-033 Ice Arena Cooling Tower Replacement to be performed, and the contract for said project is hereby awarded to Tolin Mechanical, in the amount of $166,186.00.

SECTION 2.

Funds for Project 22-033 shall be from Project No. LT2202 Cooling Tower Replacement for the Ice Arena Project.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$13,814.00

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-033 Ice Arena Cooling Tower Replacement					**Tolin Mechanical**
Opening Date: June 8, 2022 Time: 10:00:00 AM					
Item	**Description**	**Estimated Quantity**			
1	Remove and dispose of existing evaporative condenser	1	LS	Amount	4,056.00
2	Modify existing condenser stand	1	LS	Amount	3,479.00
3	Install new BAC PCC-0106-0412NO10 Evaporative Condenser	1	LS	Amount	145,271.00
4	Install new Eaton DG1-34016FB-C21C Variable Frequency Drive	1	LS	Amount	5,355.00
5	Mobilization	1	LS	Amount	8,025.00
				Grand Total Bid	**$166,186.00**

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

City Clerk's Office Item # M-4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 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 VESSEL BREWING COMPANY, LLC, DBA GOLD DUST SALOON FOR THE USE OF RIGHT OF WAY AT 217 SOUTH UNION AVENUE TO PARTICIPATE IN THE ANNUAL CHILE AND FRIJOLES FESTIVAL

SUMMARY:

This Resolution approves the issuance of a Revocable Permit to the Vessel Brewing Company, LLC, to participate in the annual Chile and Frijoles Festival.

PREVIOUS COUNCIL ACTION:

Revocable permit and Resolution approved.

BACKGROUND:

Vessel Brewing Company, LLC, has requested the use of the right-of-way at 217 South Union Avenue from September 23, 2022, at 10:00 a.m. until September 25, 2022, at 6:00 p.m. to participate in the annual Chile and Frijoles Festival. Although the Pueblo Chamber of Commerce has applied for a Revocable Permit for this event, the State Liquor Law is requiring Vessel Brewing Company, LLC, to modify its licensed premises in order to sell alcohol outside the premises of their establishment.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will prevent participation in the festival.

RECOMMENDATION:

Approval of the Resolution.

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

RESOLUTION NO. 14987

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO VESSEL BREWING COMPANY, LLC, DBA GOLD DUST SALOON FOR THE USE OF RIGHT OF WAY AT 217 SOUTH UNION AVENUE TO PARTICIPATE IN THE ANNUAL CHILE AND FRIJOLES FESTIVAL

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to Vessel Brewing Comany, LLC, for the use of the right-of-way at 217 South Union Avenue from 10:00 a.m. on September 23, 2022 until 6:00 p.m. on September 25, 2022.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
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: **Vessel Brewing Company, LLC dba Gold Dust Saloon 217 S Union Ave., Pueblo, CO 81003 7195450741 712 W Pitkin Ave., Pueblo, CO 81004**
2. Permitted Area: **Extending 10' into South Union Avenue for Pueblo Chile Festival**
3. Purpose of Revocable Permit: **Pueblo Chile Festival**
4. Commencement Date: **September 23, 2022** Time: **10AM**
5. Ending Date: **September 25, 2022** Time: **6PM**

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 6TH day of SEPTEMBER, 2022.

PERMITTEE:

Organization or Individual: VESSEL BREWING COMPANY LLC dba GOLD DUST SALOON

By: MICHAEL MAHAN

Title: MANAGING MEMBER

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 6TH day of SEPTEMBER, 2022 by MICHAEL MAHAN as MANAGING MEMBER.

My commission expires: JULY 29, 2026.

Notary Public

AARON WAYNE EMERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224029662
MY COMMISSION EXPIRES JULY 29, 2026

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

By _____

Nicholas A. Gradisar, Mayor

07/12/22

Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

Dear City Council Members:

Please consider our letter of intent for a revocable permit for the Pueblo Chile Festival between the dates of September 23-25,2022. We intend to expand the Gold Dust Saloon into the street 10 feet during this time for sales of alcohol, under the Greater Pueblo Chamber of Commerce' larger plan for Certified Roadway Closure Plan on Union Avenue, and various other streets.

We have applied for a modification of premise under the local and State Liquor Authories, and are in the process of adding the additional $1M liability insurance naming the City of Pueblo as Certificate Holder which will be finalized prior to Council's consideration of this matter.

Thank you for your time.

Sincerely,

Michael Mahan, Owner
Gold Dust Saloon
217 S. Union Ave.
Pueblo, CO 81003

THE GREATER™ PUEBLO CHAMBER
We Mean Business

302 N. Santa Fe Ave. • Pueblo, CO 81003 • (719) 542-1704 • (719) 543-4851 fax • pueblochamber.org

July 20, 2022

To Whom It May Concern:

The Greater Pueblo Chamber of Commerce has secured a revocable permit from the City of Pueblo to conduct the Annual Chile & Frijoles Festival September 23, 24 and 25, 2022. The permit allows the Chamber to utilize Union Avenue on both sides of the street from 1st Street to B Street.

The Greater Pueblo Chamber of Commerce agrees to provide the Gold Dust Saloon the use of 10 feet of the street in front of 217 South Union Avenue on September 23, 24, and 25, 2022 during the 28th Annual Chile & Frijoles Festival. We understand that the management of The Gold Dust Saloon is applying to extend their liquor license into the above stated area to serve food and liquor.

The Gold Dust Saloon is to provide secure fencing with a single point of entrance to this area from Union Ave. They will provide security during business hours to ensure that no liquor will be allowed outside of the fenced area and no liquor will be allowed into the stated area. The cost of the fencing and the security for this area is the responsibility of the Gold Dust Saloon.

The terms of this agreement are contingent on the Gold Dust Saloon agreeing to not conduct take out delivery services for alcohol beverages throughout the duration of the Chile & Frijoles Festival.

Sincerely,

Duane Nava
President & Chief Executive Officer

visitPUEBLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2022

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: Ashley Harvey
Stephanie Burdick 123 W 12th St Pueblo CO 81003	PHONE (A/C, No, Ext): (719) 593-1712 FAX (A/C, No): E-MAIL ADDRESS: ashleyharvey@themainstreetagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Insurance Comp	25135
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Vessel Brewing Co LLC DBA Gold Dust Saloon
217 S Union Ave
Pueblo CO 81003-3427

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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10105877CB	11/30/2021	11/30/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

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

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City Clerk's Office Item # M-5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 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 SRDA FOR THE USE OF THE RIGHT-OF-WAY ADJACENT TO 230 NORTH UNION AVENUE TO PARTICIPATE IN THE ANNUAL CHILE AND FRIJOLES FESTIVAL

SUMMARY:

Attached is an application for a revocable permit submitted by SRDA.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

SRDA is requesting the use of the sidewalk adjacent to 230 North Union Avenue from September 23, 2022, at 8:00 a.m. to September 25, 2022, at 6:00 p.m. to participate in the annual Chile and Frijoles Festival. Although the Pueblo Chamber of Commerce is applying for a Revocable Permit for this event, the State Liquor Law is requiring the SRDA to modify its licensed premises in order to sell alcohol outside the premises of their establishment.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will prevent SRDA from participating in the annual Chile and Frijoles Festival.

RECOMMENDATION:

Approval of the Resolution.

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

RESOLUTION NO. 14988

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO SRDA FOR THE USE OF THE RIGHT-OF-WAY ADJACENT TO 230 NORTH UNION AVENUE TO PARTICIPATE IN THE ANNUAL CHILE AND FRIJOLES FESTIVAL

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to SRDA for use of the right-of-way adjacent to 230 North Union Avenue, from September 23, 2022, at 8:00 a.m. to September 25, 2022, 6:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
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: **Senior Resource Development Agency, Pueblo, Inc. (SRDA) 230 N. Union Ave 719-545-8900 1 City Center Drive**
2. Permitted Area: **Front side walk in front of SRDA building and Courtyard**
3. Purpose of Revocable Permit: **SRDA Fund Raiser, Pueblo Chili and Frijoles Festaval**
4. Commencement Date: **September 23, 2022** Time: **8:00 a.m.**
5. Ending Date: **September 25, 2022** Time: **6:00 p.m.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 31ST day of AUGUST, 2022.

PERMITTEE:
Organization or Individual: SRDA
By: George E. CHINTALA
Title: OPERATIONS MANAGER

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 31ST day of AUGUST, 2022 by George E CHINTALA as Operations Manager SRDA.

My commission expires: JULY 29, 2026.

AARON WAYNE EMERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224029662
MY COMMISSION EXPIRES JULY 29, 2026

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor

Senior Resource Development Agency

Joseph H. Edwards Senior Center - 230 North Union Avenue - Pueblo, Colorado 81003 - (719) 545-8900

August 16, 2022

City Council
City of Pueblo
1 City Center Drive
Pueblo, Colorado 81003

Dear Council Members,

The letter of intent is to inform you that the Revocable Permit will be used by the Senior Resource Development Agency, Pueblo, Inc. (SRDA) to provide ample space in front of the building at 230 N. Union Avenue and the court yard south of the building for a SRDA fundraiser. This space will provide a beer garden during the Pueblo Chili and Frijoles Festival, September 23-25, 2022.

Sincerely,

George E. Chintala
Operations Manager
SRDA

SENIRES-01 MEURICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/16/2022

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 License # 0757776
HUB International Insurance Services (COL)
1414 W 4th Street
Pueblo, CO 81004

CONTACT NAME: Mary Ann Eurich
PHONE (A/C, No, Ext): (719) 546-6836 FAX (A/C, No):
E-MAIL ADDRESS: maryann.eurich@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Pinnacol Assurance Company	41190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Senior Resource Development Agency Inc
230 N Union Ave
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	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	PHPK2300931	8/30/2021	8/30/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			PHPK2300931	8/30/2021	8/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			PHUB777414	8/30/2021	8/30/2022	EACH OCCURRENCE	$ 4,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		774592	7/1/2022	7/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pueblo is an additional insured for General Liability. Waiver of subrogation in favor of the additional insured is applicable to General Liability.

CERTIFICATE HOLDER

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City Clerk's Office Item # M-6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 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 CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, DBA DIBBLE ENGINEERING, TO PROVIDE ENGINEERING SERVICES FOR IMPROVEMENTS AT PUEBLO MEMORIAL AIRPORT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution will approve a Contract with Dibble and Associates Consulting Engineers, Inc., dba Dibble Engineering, ("Dibble Engineering") to provide engineering services for improvements at Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

FAA Rules and Regulations require a public advertisement and selection of an airport engineering firm. Statement of Qualifications for engineering services were requested and received. A committee was formed and evaluated these qualifications. The firm selected as the most qualified was Dibble Engineering.

FINANCIAL IMPLICATIONS:

This Contract describes the engineering services to be provided but does not include any fees. As engineering services are required, fees will be negotiated and amendments to the basic Contract will be brought forward to City Council as part of the project costs.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If City Council does not approve this contract, the Department of Aviation would go without an Engineer of Record. However, the lack of an Engineer of Record would position the Department of Aviation to not effectively compete for Federal and State grants for airport improvements.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Contract for Engineering Services

RESOLUTION NO. 14989

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, DBA DIBBLE ENGINEERING, TO PROVIDE ENGINEERING SERVICES FOR IMPROVEMENTS AT PUEBLO MEMORIAL AIRPORT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Statement of Qualifications for engineering services were requested and received and a committee was formed to evaluate these qualifications; and

WHEREAS, the committee selected Dibble and Associates Consulting Engineers, Inc., dba Dibble Engineering, ("Dibble Engineering") as the most qualified to service the Pueblo Memorial Airport; NOW, THEREFORE,

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

SECTION 1.

The Master Contract for Engineering Services ("Contract") by and between the City of Pueblo, a Municipal Corporation, and Dibble Engineering, to provide engineering services for improvements to Pueblo Memorial Airport, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, subject to the conditions as set forth in said contract.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said Contract on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 5.

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 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

PROPOSED MASTER CONTRACT FOR ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

THIS CONTRACT ("Contract") is made and entered this ___ day of September, 2022, by and between the City of Pueblo, a Municipal Corporation, (hereinafter referred to as the "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation authorized to do business in the State of Colorado, with an address of 2696 South Colorado Boulevard, Suite 330, Denver, Colorado 80222 (hereinafter referred to as the "Engineer").

WITNESSETH:

RECITALS

A. The City owns Pueblo Memorial Airport ("Airport") and solicited competitive proposals for Bid 22-054 RFQ for Pueblo Memorial Airport Engineer of Record ("RFQ") to provide engineering services, to include but not limited to modeling analysis, long range project planning, engineering design, and construction project management assistance and related services for future Airport projects.

B. In response to the RFQ, Engineer submitted its statement of qualification and project approach (hereinafter referred to as "Statement of Qualifications" or "Response").

C. City has evaluated all Statements of Qualifications ("SOQ"s) submitted and selected Engineer to perform various anticipated projects at the Airport.

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 each Agreement for Professional Engineering Services (hereinafter referred to as "Agreement") entered into hereunder, 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 the Scope of Services for each Agreement for any Project and shall be consistent with and meet the requirements of the following sections.

(b) The Schedule of Projects, depending on Federal, State, or local funding, may include:

- Rehabilitate and realign portions of the apron
- Runway rehabilitation
- Taxiway rehabilitation
- Airfield lighting installation
- Snow removal equipment acquisition
- Hangar architecture, design, and construction
- Pavement maintenance including sealcoats and crack sealing
- Storm water design and construction
- Any additional work as needed by the Airport

- Airport perimeter wildlife fencing
- A complete list of anticipated projects was included in the RFQ.

(c) Additionally, the Engineer shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for the projects completed under this agreement. Engineer will provide a copy of said database to City upon request at any time after award of contract.

(d) The Engineer will be required to provide all professional services necessary to complete the projects, which will consist of, but not be limited to: long range facility planning; project planning; detailed engineering design; preparation of bid documents; consultant/contractor evaluation and prequalification; process consulting; and construction management and inspection.

(e) City and Engineer shall develop a complete scope of work for each project assigned under the RFQ and this Contract. Tasks may include, but shall not be limited, to the following:

- Provide staff and services on an as-needed basis.
- Analysis of Project Site – Provide recommendations based on user safety and experience, economic feasibility, environmental sustainability, and constructability.
- Graphics – Provide necessary graphics (plans, perspectives, elevations, details, and renderings) to best illustrate the project.
- Final Design Criteria – Develop final design criteria, construction materials and methods, dimensions and site amenities.
- Preliminary Plan Sets – Prior to the City bid for Construction of the project, Engineer shall provide five (5) sets of plans for both a 70% and 90% complete Construction Documentation for review (must including specifications and a detailed cost estimate for construction).
- Pre-Submittal Meetings – Attend pre-submittal meetings and assist with addendums as needed.
- Final Construction Documents – Provide 2 printed sets and 1 electronic set of final construction documents and specifications to the project manager for preparation of City's bid documents.
- Provide all necessary duties for construction management, if requested.
- Attend and facilitate meetings as necessary with City staff throughout the project.
- Engineer shall coordinate with City staff in presenting details to City Council if required.

(f) 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 an Agreement 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.

(g) 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.

(h) After mutual approval of the terms and provisions of the Agreement, City will submit same to City Council or City for approval.

2. TERM. This Contract is for a term of three (3) years commencing October 1, 2022 and ending September 30, 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 thirty (30) 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 and warrants that it is:

(a) Competent and qualified to perform, and will perform the services and work contemplated by this Contract and the Agreement(s) in a professional manner to the satisfaction of the City.

(b) Familiar with the regulations and requirements of Section 2 of the RFQ with respect to the services and work contemplated by this Contract and the Agreement(s) and shall perform such services and work in compliance therewith.

4. RECORDS AND DATABASE. Engineer shall maintain a cost accounting system acceptable to City, FAA, FEMA, ARPA, CDOT, and/or any other funding agency. The City and funding agency, or any of their duly authorized representatives, 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 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 and guarantees that, during the performance of this Contract and any Agreement for a specified Project, Engineer will comply with all FAA, FEMA, ARPA, State, CDOT, local, and any other grant requirements, regulations, and laws as specified in Appendix F of the RFQ for this project and/or any other state, federal, local, or other grants as they may become available during the term of this Contract. Engineer shall comply with all applicable Federal Aviation Administration (FAA) Contract Clauses as set forth in the RFQ and as attached hereto as Schedule 4 and incorporated herein.

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 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 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 it and all its subcontractors under the Agreement and 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 and 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 and 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 any liability to third parties, arising out of negligent acts, errors or omissions of Engineer, its employees, subcontractors, and consultants.

8. 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 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.

9. 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 thereof shall he given to Director of Aviation, 31201 Bryan Circle, Pueblo, Colorado, 81001. Either party may change addresses upon written notice given to the other party specifying the changed address.

10. 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, 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 immediately terminate this Contract or any Agreement for a specified Project without liability.

11. 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 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. All Agreements shall be governed by and controlled by this Contract, each Agreement being subject to the terms hereof.

(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.

12. REVIEW. This Contract is subject to and contingent upon FAA review and concurrence of award. Subsequent agreements for services may be contingent upon any and all funding source concurrence and Engineer's ability to meet City's specific project needs.

13. 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.

14. 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 Contract 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]

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

By_____
Ryan Toner, Vice President

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:
Exhibit A – Professional Engineering Services Agreement Form
Exhibit B – Professional Services Agreement Form
Schedule 1 – Scope of Services
Schedule 2 – Fee Schedule
Schedule 3 – Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 4 - Federal Aviation Administration (FAA) Contract Clauses
Additional Information for Contract

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND *[LEGAL NAME OF ENGINEER]*

Note: This form may be updated during the term of the project to meet the terms and conditions of the project and/or updated City, project, and/or funding requirements.

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____ by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and *[Legal Name of Engineer and type of Colorado Secretary of State Registration]* (hereinafter "Engineer"), a professional engineering firm for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid *[Bid No and Name]*, 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 incidental 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. *[Note: Schedule 1 will be copied from Section 2 of RFP]*

1.3 Professional engineering services (whether furnished directly or through a professional subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this 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 perform the following unless otherwise stated in Schedule 1:

(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 perform the following unless otherwise stated in Schedule 1:

(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 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 perform the following unless otherwise stated in Schedule 1:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing

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

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

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

(d) Based upon Engineer's 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 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 perform the following unless otherwise stated in Schedule 1:

(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.

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 perform the following unless otherwise stated in Schedule 1:

(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 it has inspected the Project and that to the best of its 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 its 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 subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective

of Owner's approval or acquiescence to same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its 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. *[Note: Schedule 3 will be an excerpt from Proposer's submittal]*

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 its work, with dates on which it 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 its 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 its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided. *[Remove if not needed for this Agreement]* *[Insert specific language required by the federal agency or state entity as required]*

(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.

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 its 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.

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 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 *[Enter bid grand total]* in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in 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. *[Note: Schedule 2 will be an excerpt of Proposer's Proposed Fee Schedule]*

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 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 mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 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, 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.

6.2 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 the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.3 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 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 limited to the lesser of: (a) the reasonable value of completed work to Owner, 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. REQUIRED FEDERAL OR STATE PROVISIONS *[Remove if not applicable]*

(a) Engineer understands that Client may be funding the Project in whole or part with funds provided by *[Name of funding agency and or grant title]*. Engineer agrees it is subject to and shall comply with all applicable provisions of said *[Name of funding agency and or grant title]* for which the contract award has been made and applicable regulations.

(b) Engineer shall comply with the attached *[Title of attached requirement clauses]* 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 and or *[Funding Agency]* 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 8. GENERAL PROVISIONS

8.1 (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 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.

8.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph 8.2(b) below.

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

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

(ii) Commercial General Liability Insurance. The Engineer shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Engineer with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. 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, 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 Engineer shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. 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 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.

8.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner City of Pueblo; *[Department; Attn: Project Manager Name; Department Address; City, State, Zip]* or to the Engineer at *[Legal Name of Architect; Attn: Name of Authorized Signer; Address; City, State Zip]*. 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.

8.4 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 are null and void. Notwithstanding the foregoing, the terms of *[Bid No and Name*] are hereby incorporated herein, and Engineer agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

8.5 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 it 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 an incidental beneficiary only.

8.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Engineer and Owner.

8.7 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 curt with jurisdiction located in Pueblo County, Colorado.

8.8 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.

8.9 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.

8.10 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 work 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.

8.11 Additional Requirements on Federally or State Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal or state requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

8.12 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 9. DISPUTES

9.1 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.

9.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of its work under this Agreement.

SECTION 10. 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" consisting of ___ pages.

SECTION 11. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

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.

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]

LEGAL NAME OF NGINEERING FIRM

By_____
(Engineer Authorized Signer)

Title_____
(Engineer Authorized Signer's Title)

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

_____
Laura Solano, Chief of Staff

APPROVED AS TO FORM:

_____
Dan Kogovsek, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND *[LEGAL NAME OF CONSULTANT]*

Note: This form may be updated during the term of the project to meet the terms and conditions of the project and/or updated City, project, and/or funding requirements.

THIS AGREEMENT ("Agreement") is made and entered this_____ day of _____,20____, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "Client") and*[Legal Name of Consultant and type of Colorado Secretary of State Registration]* (hereinafter referred to as "Consultant") for Consultant to render professional *[service type]* and related ancillary services for Client with respect to Bid *[Bid No and Name]* _____, 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 planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services"). Such services shall include all usual and customary professional *[service type]* and related ancillary services including any required drafting or design services incidental to its work on the Project. 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.

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

(c) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event 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 drawings, reports and other services, 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 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, an amount not to exceed $_____ in aggregate 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 hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and 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).

(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 drawings, specifications, 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 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, drawings, specifications, 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.

(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. 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(c) of this Agreement.

SECTION 7. USE OF DOCUMENTS

(a) Plans, drawings, designs, specifications, 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, designs, drawings, specifications, and all 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 8. 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 8(b) below.

(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 it and all its 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 Client's and Consultant'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 Client.

(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 9. 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 10. REQUIRED FEDERAL PROVISIONS *[Remove if not applicable]*

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided by *[Name of funding agency and or grant title]*. Consultant agrees it is subject to and shall comply with all applicable provisions of said *[Name of funding agency and or grant title]* for which the contract award has been made and applicable regulations.

(b) Consultant shall comply with the attached *[Title of attached requirement clauses]* 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 and or *[Funding Agency]* 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 11. 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 of Pueblo; *[Department; Attn: Project Manager Name; Department Address; City, State, Zip]*, or to Consultant at *[Legal Name of Architect; Attn: Name of Authorized Signer; Address; City, State Zip]*. Either party may change his address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

(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 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 attached hereto 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]

CONSULTANT FIRM NAME

By_____
(Consultant Authorized Signer)

Title_____
(Consultant Authorized Signer's Title)

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

_____
Laura Solano, Chief of Staff

APPROVED AS TO FORM:

_____
Dan Kogovsek, City Attorney

Schedule 1
Scope of Services

Excerpt from Section 2.3 of RFQ dated July 13, 2022

2.3 Scope of Service:

2.3.1 The Schedule of Projects, depending on Federal, State, or local funding, may include:

- Rehabilitate and realign portions of the apron
- Runway rehabilitation
- Taxiway rehabilitation
- Airfield lighting installation
- Snow removal equipment acquisition
- Hangar architecture, design, and construction
- Pavement maintenance including sealcoats and crack sealing
- Storm water design and construction
- Any additional work as needed by the Airport
- Airport perimeter wildlife fencing
- A complete list of anticipated projects is attached as Appendix I: Pueblo Memorial Airport 2022-2029 ACIP

2.3.2 Additionally, the successful engineering consultant shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for the projects completed under this agreement. Awarded firm will provide a copy of said database to City at its request at any time after award of contract.

2.3.3 The Consultant will be required to provide all professional services necessary to complete the projects which will consist of, but not be limited to, long range facility planning; project planning; detailed engineering design; preparation of bid documents; consultant/contractor evaluation and prequalification; process consulting; and construction management and inspection.

2.3.4 City and Consultant shall develop a complete scope of work for each project assigned under this project. Tasks may include, but shall not be limited, to the following:

- Provide staff and services on an as-needed basis.
- Analysis of Project Site – Provide recommendations based on user safety and experience, economic feasibility, environmental sustainability, and constructability.
- Graphics – Provide necessary graphics (plans, perspectives, elevations, details, and renderings) to best illustrate the project.
- Final Design Criteria – Develop final design criteria, construction materials and methods, dimensions and site amenities.
- Preliminary Plan Sets – Prior to the City bid for Construction of the project, Consultant shall provide five (5) sets of plans for both a 70% and 90% complete Construction Documentation for review (must including specifications and a detailed cost estimate for construction).
- Pre-Submittal Meetings – Attend pre-submittal meetings and assist with addendums as needed.

- Final Construction Documents – Provide 2 printed sets and 1 electronic set of final construction documents and specifications to the project manager for preparation of City's bid documents.
- Provide all necessary duties for construction management, if requested.
- Attend and facilitate meetings as necessary with City staff throughout the project.
- Consultant must be familiar with public processes and coordinate with City staff in presenting details to City Council if required.

(Continue to next page.)

Schedule 2
Fee Schedule (Time and Materials Schedule for Future Projects)

Excerpt from Engineer's Finalist Proposal dated August 23, 2022

Dibble and Associates Consulting Engineers, Inc.

Contract Year 2022-2025 Hourly Rate Schedule	**8/23/2022**

Classification	Proposed Classification Billing Rate
Project Principal	$269.91
Senior Project Manager	$246.40
Project Manager	$217.65
Senior Engineer	$191.17
Airport Planner	$146.61
Project Engineer	$164.87
Assistant Project Engineer	$128.45
Senior Designer	$150.06
Land Survey Manager (RLS)	$183.65
Survey Crew (2-Person)	$239.17
Senior Construction Manager	$207.82
Technician	$124.71
Administrative Personnel	$114.67

Direct Costs

Travel/Mileage (IRS allowable, per mile).....	$0.625
Plotting.....	At Cost
Printing/Reproduction.....	At Cost
Meals/Per Diem (IRS allowable, per day).....	$69.00
Lodging (IRS allowable, per night).....	$222.00



Vice-President *8/23/2022*

Dibble and Associates Consulting Engineers, Inc.

Note: We understand that these rates will remain in effect for a period of 3 years from the contract date. For purposes of contract renewal, we anticipate that rates will escalate approximately 3% to 4% per year.

Schedule 3

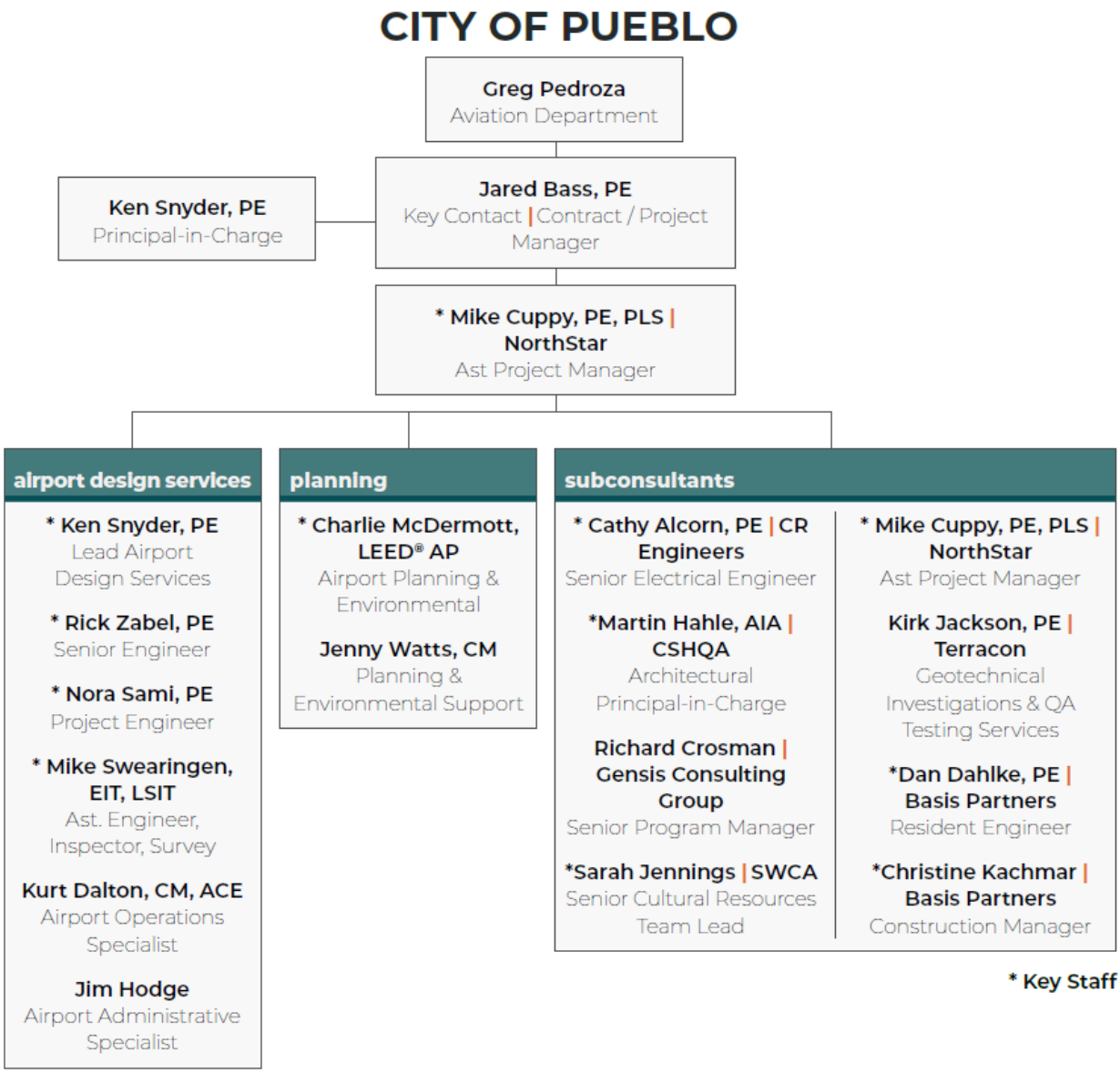
Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Engineers Proposal August 3, 2022, pages 22-31

Organizational Chart

Dibble has assembled a capable team of skilled professionals with the necessary qualifications, recent and related experience, and the expertise and resources to exceed your expectations for this contract. The individuals in this organizational chart, and on **pages 23-31**, represent the Key Team Members for this contract based on the planned projects and services required in the RFQ.

We recognize the importance of controlling costs while providing the high-quality services and deliverables that you expect. While we present a full-service team below, only team members and/or firms whose services are absolutely necessary in any given project/task will be included in those specific scope and fee negotiations. **Every team member listed in this proposal is available for the duration of the contract.**



KEY TEAM MEMBERS



JARED BASS, PE | DIBBLE
Contract / Project Manager

Education: BS, Civil and Environmental Engineering, Brigham Young University | Registration: Professional Engineer, CO #51923

Jared Bass is passionate about leading our team of aviation experts in Colorado and will be your primary point-of-contact. **He will coordinate project tasks and exceed your expectations.** Jared has more than 15 years of aviation planning, engineering, and construction management experience and is known for his quality of services and responsiveness. He keeps current on airline trends, construction market conditions, funding opportunities, FAA advisory circulars, and knows how to apply them to airport planning, design, and construction.

Jared has served the City of Pueblo and airport staff over the last five years. For every project at Pueblo Airport over the last five years Jared was the Project Manager and/or Lead Engineer during the design phase and Construction Manager during the construction phase. Jared and his planning team members were heavily involved in the development of the recently approved PUB Airport Master Plan. Additionally, Jared assisted the Airport throughout each year with the development and implementation of the Capital Improvement Planning (CIP) with the Airport, FAA, and CDOT Aeronautics. He also helped the Airport remain in good standing with FAA and CDOT Aeronautics to be eligible for grants, (i.e. DBE Annual Performance, Goals, and Program updates).

Jared continually demonstrated innovative ideas on how to obtain additional funding for the Airport and extend the value of funds on projects. As an example, when the Pueblo Memorial Airport received a CDOT grant for the Runway 8L-26R Rehabilitation project, Jared came up with a creative way to almost double the project area within the grant funding that was issued.

To provide even better service and be more aligned with the future of the Pueblo Memorial Airport, Jared and Dibble staff have more recently visited with City and Airport staff to better understand current issues, expectations, and goals. Jared has familiarized himself with tenants including CAE /DOSS Aviation and Freeman Holdings (FBO). He has kept himself updated on the difficult and competitive commercial airline services market, specifically SkyWest Airlines and other potential airline partners for the Airport.

Jared has also continually worked with and developed strong relationships of trust with FAA (Ron Niehoff) and CDOT (Kaitlyn Westendorf) staff that oversee and provide funding to the Pueblo Memorial Airport. Jared has done all this to be the best consultant for the overall and long-term development of the Pueblo Memorial Airport – helping them become a more significant, regional, commercial airport.

Jared has reviewed the anticipated projects listed in the RFQ, and he offers personal commitment and a track-record of successful design and construction projects that will benefit Pueblo Memorial Airport. Jared served as the Project Manager or Lead Engineer for the projects provided on **pages 33-58** indicating his and our Firm's Similar Project Experience. Additional distinct experience relevant to the projects listed in the Request for Qualifications includes:

- Wildlife hazard mitigation, including fencing and drainage improvements
- Apron construction and reconstruction ranging from 4,000 to over 100,000 square yards
- DBE Planning and Programming, including setting construction project goals
- Runway and taxiway improvements, including Runway Incursion Mitigation (RIM) studies and execution
- Large-scale airfield electrical improvements, including lighting and signage
- Successful airfield improvements in mid- to high-altitude climates
- Airfield grading and drainage meeting requirements for all Airport Reference Codes/Design Groups
- Runway and taxiway projects with exceptionally condensed schedules



KEN SNYDER, PE | DIBBLE
Principal-in-Charge

Education: BS, Civil Engineering Technology, Northern Arizona University | Registration: Professional Engineer, CO #53076

Ken's 38 years of comprehensive civil engineering experience includes 35 years of design and construction support services on more than 200 airport projects. Ken has provided services to both General Aviation and Air Carrier airports; with a wide range of projects including runway, taxiway, and apron design; pavement rehabilitation and reconstruction; airfield drainage; parking facilities, access roads, and perimeter roads; fencing and security; fire protection and fueling facilities; and site design for airport terminals and support facilities. As an active and involved Principal, Ken will provide input to the team for design concept development, alternatives development, constructability, construction phasing, and quality reviews and bring to each project the benefit of his 35+ years of airport design and construction experience. Ken has extensive experience with the FAA and federally funded projects as demonstrated in the following project listing.

PUB Commercial Apron Reconstruction • PUB RW 8L-26R Rehab • PUB TW E Reconstruction • FNL Terminal Site Analysis • FNL Apron Expansion and New Taxiway • Goodyear Airport Drainage Improvements CA&I • ANK Salida Taxiway A & Apron Rehab • LHX La Junta Apron Rehab • LHX RW 8-26 Rehab • PRC Terminal • PRC Runway Lighting & Signage • PRC RW 3R-21L RSA Improvements • PRC TW C Relocation Phase 1, 2, & 3



MIKE CUPPY, PE, PLS | NORTHSTAR
Assistant Project Manager

Education: BS, Civil Engineering Technology, Colorado State University-Pueblo | Registration: Professional Engineer, CO #40201; Professional Land Surveyor – Colorado #38485

Michael has played an active role in consulting engineering and surveying services in Southern Colorado since 1999. Michael's experience covers a wide spectrum of civil and municipal engineering projects and surveying projects. Those projects include: subdivisions, ALTA/NSPS surveys, boundary and topographic surveys, construction staking, transportation corridor improvements; storm drainage master planning, design, and flood plain improvements; municipal improvements; school district and athletic facilities; and utility treatment and processing facilities. With Mike being local to the City of Pueblo, he will bring his 20+ years of technical civil and survey services to each project, reviewing for their conformity with local and FAA standards. Mike has also supported the Dibble Team over the last five years on various landside and airside projects at the Pueblo Memorial Airport. Mike's project experience includes:

PUB Commercial Apron Reconstruction • PUB Taxiway E Rehabilitation • PUB Wildlife Perimeter Fence • LHX Runway 8L-26R Rehabilitation Crack Repair and Seal Coat • ANK Taxiway A Rehabilitation • LHX Apron Rehabilitation • AEJ Runway 15-33 Rehabilitation



RICK ZABEL, PE | DIBBLE
Senior Engineer

Education: BS, Civil Engineering, North Dakota State University | Registration: Professional Engineer, CO #26818

Rick brings 35 years of civil engineering experience directing successful transportation engineering, and facilities design and construction projects. Rick has managed multiple Colorado on-call design contracts and has extensive experience with Colorado municipalities and mountain communities. Rick brings a collaborative approach and responsiveness to project management to the City of Pueblo, having worked both for private consultants and owner agencies in Colorado. Rick has extensive experience with the FAA and federally funded projects as demonstrated in the following project listing.

FNL New Terminal Building • FNL Apron Expansion and New Taxiway • Colorado Springs Airport Skywest Maintenance Hangar • DRO Hangar Development Area • DIA Pond 001 Expansion • DIA Taxiway DS East • DIA Extension • DIA Runway 17L-35R Drainage Improvements • DIA Runway 16L-34R Rehabilitation • DIA VSR Road improvements • PUB Landside Drainage Improvements • PUB Wildlife Perimeter Fence Phase 2 CA • PUB SRE Acquisition • PUB RW 8L-26R Rehabilitation



NORA SAMI, PE | DIBBLE
Project Engineer

Education: BS, Civil Engineering, Arizona State University | BS, Engineering Technology, University of Memphis | Registration: Professional Engineer, CO #59593

Nora has more than 17 years of experience in civil engineering services with a diverse background in airport design, development, transportation, drainage, and water/wastewater projects. Her experience includes design reports, technical specifications, construction plans, construction safety reports, due diligence, cost estimation, and project coordination. Nora's background in transportation lends a thoughtful approach to airport reconstruction and design projects, helping to produce a sound and reliable design solution. She also specializes in quality control with a strong focus on ensuring project compliance with municipal, agency, and project design requirements. During construction, Nora support Requests for Information (RFI) and prepares post design documentation. She is skilled in Civil 3D, AutoCAD, ASE Civil, and Microsoft Office. Nora has extensive experience with the FAA and federally funded projects as demonstrated in the following project listing.

PUB RW8L-26R Rehabilitation • DRO Commercial Apron Rehabilitation • DRO Runway 3-21 Rehabilitation • ANK Salida Airport: Taxiway A and Apron Rehabilitation • Northern Colorado Regional Airport: Apron Expansion and New Taxiway • Eloy Municipal Airport: Runway Lighting Rehabilitation



MIKE SWEARINGEN | DIBBLE
Ast. Engineer, Inspector, Survey

Education: BS, Civil Engineering, Northern Arizona University

Mike has four years of broad experience in engineering consulting, including surveying, general civil engineering, land development and airport development. He is well-versed in the use of various survey equipment and the application of civil design programs, such as AutoCAD Civil 3D, HEC-RAS and Flowmaster. Mike is experienced in the use and application of FAA Advisory Circulars for the design of airport improvements, especially in the areas of geometric standards, grading and drainage, and then applies that experience to the field where he often inspects and oversees projects during construction. He is also an FAA-certified Remote Pilot-in-Command for drones, and appreciates the complexities of the active airfield environment. Mike is pursuing his license as a Professional Engineer, taking the examinations in September 2022.

Mike's experience with the FAA and federally funded projects is demonstrated in the following project listing.

PUB RW8L-26R Rehabilitation • PUB Taxiway and Apron Reconstruction • PUB Wildlife Perimeter Fence • DRO Commercial Apron Rehabilitation • DRO Taxiway A Reconstruction • Northern Colorado Regional Airport: Apron Expansion and New Taxiway • LMO Vance Brand Airport: New Taxilane and Infield Drainage • LMO Vance Brand Airport: RSA Improvements



KURT DALTON, CM, ACE | DIBBLE
Airport Operations Specialist

Education: BS, Aviation Business Administration,Embry-Riddle Aeronautical University | MS, Safety Sciences, Embry-Riddle Aeronautical University

Kurt brings seven years of experience in airport operations and airfield construction coordination. Kurt has held various roles at multiple airports in Colorado and Arizona and has been deeply involved in the coordination, operation, and inspection of large construction projects. Kurt's experience with relationships between project sponsors, consultants, and contractors provides a unique perspective to construction management and construction administration. Kurt is a Coast Guard veteran.

Kurt's specific experience at airports and with federally funded design and construction projects includes: Operations Superintendent at the Prescott Regional Airport • Airport Operations Manager at Denver International Airport • Senior Airport Operations Specialist at Rocky Mountain Metropolitan Airport



JIM HODGE | DIBBLE
Airport Administrative Specialist

Education: BS, Organizational Leadership, University of Charleston | AS, Engineering Technology, Austin Community College

Jim's experience as a program administrator includes planning, programming, and coordinating projects from design to completion through operational, analytical, and project management disciplines. He supports coordination of federally funded capital improvement projects with the Federal Aviation Administration (FAA), state, and local governments. Jim is experienced in the preparation of technical and professional documents, reviewing and improving applied standards and practices within programs, and overseeing operations, activities and budgets for each program. Jim is a retired Navy disabled veteran.

Jim's experience with the FAA and federally funded projects is demonstrated in the following project listing.

PUB RW8L-26R Rehabilitation • PUB Taxiway and Apron Reconstruction • PUB Wildlife Perimeter Fence • PUB SRE Acquisition • PUB East GA Apron Rehabilitation • PRC DBE Performance Reports • PRC TW C Relocation • DRO Commercial Apron Rehabilitation • DRO Taxiway A Reconstruction • Northern Colorado Regional Airport: Apron Expansion and New Taxiway



CHARLIE MCDERMOTT, LEED® AP | DIBBLE
Airport Planning & Environmental

Education: AS, Mathematics & Science, Onodaga Community College, NY; AS, Drafting Technology, Alfred State College, NY

Charlie is the Aviation Planning Manager at Dibble. He has 38 years of aviation consulting experience, with projects including planning, environmental, land acquisition, engineering, and construction at 111 airports in 17 states. He has spent his entire career helping sponsors across the country develop their airports. Charlie has also successfully provided on-call services to more than 40 different commercial service and general aviation airports across the country. Charlie will be responsible for overseeing and coordinating any planning-related tasks for this contract. Charlie was the Assistant Planning Manager that successfully delivered the recently FAA-approved 2022 PUB Master Plan.

Charlie's experience with the FAA and federally funded projects spans his career with recent projects captured below:

PUB Master Plan Update • PUB Wildlife Perimeter Fence • PUB Apron Reconstruction • Northern Colorado Regional Airport: Passenger Terminal Site Analysis • Northern Colorado Regional Airport: CATEX amendment coordination • City of Longmont: Vance Brand Airport: New Taxilane • Colorado National Guard Joint Force: Headquarters Heliport • PRC Taxiway C Relocation • PRC Runway 3R-21L • PRC Extension Planning Study



JENNY WATTS, CM | DIBBLE

Planning and Environmental Support

Education: BS, Aeronautical Management Technology, Arizona State University | MS, Aeronautical Science, Embry-Riddle Aeronautical University

Jenny has 13 years of comprehensive experience in aviation planning, airport administration, and corporate aviation operations. Her current responsibilities as senior aviation planner includes researching, compiling data, and creating planning and environmental documents for clients at both general aviation and commercial service airports. Additionally, she provides technical and administrative support to the aviation planning manager on a project-by-project basis. Examples of her project experience includes airport master plans, airport layout plan update narrative reports, environmental assessments, aviation site planning, as well as heliport design, rates and fees analysis, and public outreach efforts. Jenny worked on the recent PUB master plan and prepared the Inventory of Existing Conditions chapter and provided input on the development alternatives as well as CATEX preparation for the PUB Wildlife Permiter Fence and Apron Edge Taxiway E.

Jenny's experience with the FAA and federally funded projects is covered in the project listing below:

PUB Master Plan Update • City of La Junta: Update Airport Master Plan • DRO Terminal Area Plan • PRC Runway 3R-21L Extension Focused Planning Study • Marana Regional Airport: Runway 12-30 Safety Area Study • City of Phoenix: Airport System On-call Planning Services • San Manuel Airport: ALP Update



CATHY ALCORN, PE | CR ENGINEERS

Senior Electrical Engineer

Education: BS, Civil Engineering, Arizona State University | BS, Engineering Technology, University of Memphis | Registration: Professional Engineer, CO #59593

Catherine specializes in the field of aviation ground lighting systems. She has more than 26 years of experience in electrical engineering design for aviation ground lighting systems, including approach, runway, and taxiway lighting; aviation control systems design; apron lighting; photometric analysis; and electrical installation and maintenance requirements. She is well-versed in FAA Advisory Circular requirements, Illuminating Engineering Society of North America-recommended practices, and development of CSPPs as it relates to electrical airfield construction. Catherine and her team have worked with Dibble on projects in Colorado over the last 5 years, and have been a teaming partner with Dibble for more than 26 years. Cathy's project experience includes:

Northern Colorado Regional Airport: Apron Expansion and Taxiway E • DRO Commercial Apron Rehabilitation • Tucson International Airport: Rehabilitate Runway 11L/29R and Connector Taxiways • PRC Taxiway C Relocation • Lake Havasu City Taxiway A Reconstruction



MARTIN HAHLE, AIA | CSHQA
Architectural Principal-in-Charge

Education: MArch, University of Nebraska; BS, Architectural Studies, University of Nebraska | Licensed Architect: CO, MT, IA, ID, NE, SD | Certified: National Council of Architectural Registration Boards (NCARB)

When he works on aviation projects, Martin describes the complexity of airports as little cities that serve as a community's gateway to the rest of the world. He understands his responsibility to thoughtfully design airport facilities that are functional, efficient, sustainable and that clearly define a sense of place. With nearly 30 years of experience working in aviation, Martin knows how much collaboration, planning, relationship-building, and teamwork it takes to execute these complex projects. He has worked in many different areas of airport facilities, including terminal replacements and remodels, baggage conveyor systems, airline tenant improvements, concessions, rental cars, passenger boarding bridges, parking garages and more. He has completed projects at airports around the West, including the following:

Magic Valley Regional Airport Terminal Expansion/Remodel • Grant Co. Regional Airport General Aviation Building & USFS Fire Airbase • Fresno Yosemite International Airport Terminal Expansion Federal Inspection Services (FIS) Facility • BOI Employee Parking Garage • BOI East Public Parking Garage and Toll Plaza • BOI Expansion with New Terminal • BOI ARFF Expansion & Remodel • BOI Snow Removal Equipment Complex • Idaho Air Guard C-130 and A-10 maintenance hangars • Rogue Valley International–Medford Airport Passenger Terminal, Medford, OR • Bloomington-Normal International Airport, Bloomington, IL • McCall Airport Snow Removal Equipment Building, McCall, ID

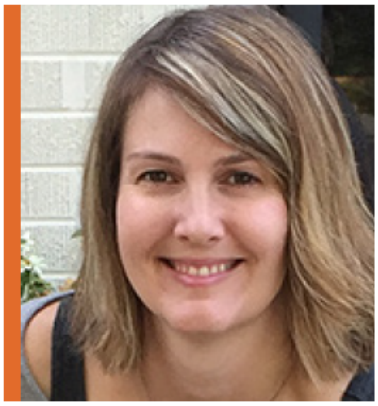


RICHARD CROSMAN | GENESIS CONSULTING GROUP
Senior Program Manager

Education: Bachelor of Science – Air Commerce | FAA Commercial Drone Pilot

Richard is a career aviation expert specializing in airport management, operations, and consulting services with strong emphasis on aviation planning, federal regulatory requirements, airside/landside construction improvements, flight procedures, public involvement. He currently holds a license as an FAA Certificated UAS Pilot. In Richard's varied career he has provided special services to airport clients, including, special use UAS surveys, project feasibility studies, community involvement activities, airport strategic plans, DBE plans/goals, airfield construction oversight, and the development of a variety of airport standards and operations programs. Richard's project experience includes:

Glendale Municipal Airport Update Disadvantaged Business Enterprise (DBE) Program and Triennial DBE Goal Methodology Report • Marana Regional Airport (AVQ) DBE Program Update • Chandler Municipal Airport, Disadvantaged Business Enterprise (DBE) Program Development and Triennial Goals 2019-2021 • Arizona Department of Transportation (ADOT) State Aviation System Plan Update



SARAH JENNINGS | SWCA
Senior Cultural Resources Team Lead

Education: MA, Anthropology; University of Colorado at Boulder; BA, Anthropology; University of Colorado at Boulder | Registration: Register of Professional Archaeologists

Sarah is a senior project manager, senior team lead, and principal investigator and oversees all environmental tasks including NEPA compliance with a focus on historic/cultural resources. She meets the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) for archaeology and history. Sarah has more than 20 years of archaeological and management experience in the western United States, having overseen hundreds of large and small development projects including many in the FAA's Northwest Mountain Region. She specializes in preparing proposals, maintaining and developing client and agency relations, mentoring, field supervision of survey and data recovery projects, evaluation of properties for the National Register of Historic Places, report writing, and managing budgets. She has helped the Pueblo Memorial Airport on all their environmental projects and tasks over the last five years – all of which were successfully approved by the FAA without any issues. Sarah's project experience includes:

PUB Wildlife Perimeter Fence Biological and Cultural Resources Evaluation • Northern Colorado Regional Airport Widening and New Terminal Project • DRO Hangar Development



KIRK JACKSON, PE | TERRACON
Geotechnical Investigations & QA Testing Services

Education: Master of Science, Civil Engineering, Brigham Young University; BS, Civil and Environmental Engineering, Utah State University | Certifications: American Concrete Institute (ACI) Concrete Strength Testing Technician, ACI Field Grade 1, ATTI Asphalt Technician, Field Technician, Laboratory Soils/Aggregate Technician

Kirk is a project engineer in Terracon's materials department. He currently assists senior materials engineers with the review of pavement design related aspects of projects both locally and across the country. He manages construction materials testing projects and pavement related geotechnical engineering projects. Kirk works primarily on airport pavements, commercial national accounts, and municipal pavement projects for various departments of transportation. Kirk gained exposure to multiple disciplines of geotechnical and materials engineering including geotechnical exploration and field testing, solar pile load testing, and pavement evaluation and design. He has experience with a variety of pavement design methods and software's including AASHTOWare Pavement ME, PCASE, FAARFIELD and AASHTO 1993. Kirk's project experience includes:

PUB Taxiway E Reconstruction • Northern CO Regional Airport Apron Expansion and New Taxiway E • Phoenix-Mesa Gateway Airport RW 12C-30C Reconstruction • DRO Commercial Apron Expansion, Taxiway A Reconstruction, and Runway 3-21 Rehabilitation • Sedona Airport Apron D Reconstruction • Show Low Regional Airport Runway Rehabilitation



DAN DAHLKE, PE | BASIS PARTNERS
Resident Engineer

Education: BS, Civil Engineering Technology, University of Southern Colorado; Management Certificate Program, University of Colorado | Registration: Professional Engineer: Colorado #39304

Dan brings 24 years of experience including 19 years working for the Colorado Department of Transportation (CDOT) all for the Region 2 South Program. He has managed the design of more than 40 CDOT projects, some included permanent water quality features that required maintenance IGA's. He has performed oversight of Local Agency projects for the South Program, one included the I-25 and Dillon Interchange in Pueblo, which had full FHWA oversight. Dan also has been the Project Engineer or Resident Engineer for more than 70 construction projects, where many of them he was the Engineer in Charge.

US 50 West Corridor MP 301 to 313, CDOT Region 2, Pueblo, CO • US 50 White Topping MP 352 to MP 359, CDOT Region 2, Fowler, CO • SH 45 Reconstruction MP 5 to MP 8, CDOT Region 2, Pueblo, CO • Bridge Enterprise Bridge Replacements, CDOT Region 2, Various Locations, CO • I-25 Resurfacing Projects, MP 69 to MP 93, CDOT Region 2, CO • SH 78 Emergency Bridge Replacement MP 14, Beulah, CO • Pinon Rest Area I-25 MP 111 & MP 115, CDOT Region 2, Pinon, CO



CHRISTINE KACHMAR | BASIS PARTNERS
Construction Manager

Certifications: CDOT Transportation Erosion Control Supervisor (TECS); CAPA LabCAT Levels A, B, C & I; ACI Concrete Field-Testing Technician, Grade I; WAQTC Embankment & Base Testing Technician; CCA Work Zone Traffic Control; CDOT Basic Highway Plans Reading, Math, and Surveying; Transportation Core Curriculum, SiteManager & LIMS, SWMP Preparer, Certified Payroll Checking Procedures; OSHA 10 (Construction)

Christine brings 23 years of experience in the transportation construction industry, including several projects for the Pueblo Memorial Airport and Colorado Springs Airport. Her construction management responsibilities have included project documentation, project budget management, compiling monthly pay estimates, field engineering, utility coordination, and inspection for compliance to plans and specifications. Christine has extensive experience in inspection and documentation of all phases of concrete pavement construction, including inspection of subgrade, formwork, reinforcing steel and concrete placement. She has been responsible for contractor compliance with state and local reporting procedures including certified payrolls, DBE tracking, and EEO compliance.

Christine's project experience includes:

COSA Taxiway Improvements, Colorado Springs Airport, Colorado Springs, CO | COSA 17L/35R Runway Replacement, Colorado Springs Airport, Colorado Springs, CO | Ramps Overlay Project, CDOT – Region 2, Colorado Springs | US 50C Overlay and Drainage, CDOT – Region 2, Pueblo, CO | SH 21 & Research Parkway, CDOT – Region 2, Colorado Springs | SH 12 Critical Culverts, CDOT – Region 2, Huerfano and Las Animas Counties | US 50 Resurfacing East of Texas Creek, CDOT – Region 2, Fremont County | 2C Road Improvements, City of Colorado Springs

Schedule 4

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT CLAUSES FOR CITY OF PUEBLO

Updated June 2022 – City of Pueblo Purchasing Department

1. Applicability

Applicable to all projects.

All contract clauses included in this Appendix shall be applicable to City of Pueblo (City) bids (whether informal or formal), projects, contracts, agreements, etc. that are funded in whole or in part with FAA funds and/or AIP funds. Additionally, all Contractors for City shall include this Appendix as an attachment to all subcontracts for subcontractors and subconsultants to be hired by the Contractor for the bid, project, contract, and/or agreement. Unless otherwise stated, these provisions flow down to all subcontracts. Contractor must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services. The Contractor will be responsible for compliance with these contract provisions by any subcontractor or service provider.

2. Standards of Conduct

Only applicable to construction projects.

a. No Pueblo Memorial Airport or City employee, officer, agent, board member, or immediate family member, partner, or organization that employs or is about to employ any of the parties listed above may participate in the selection, award, or administration of a contract supported with FAA assistance if a conflict of interest, real or apparent, is involved. Such a conflict would arise when any of those individuals listed has a financial or other interest in the firm selected for award.

   Neither Pueblo Memorial Airport nor the City's officers, employees, agents, or board members may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Disciplinary actions may be applied for violations of such standards by officers, employees, agents, or board members of Pueblo Memorial Airport or the City.

b. An organizational conflict of interest occurs where a Contractor is unable, or potentially unable, to render impartial assistance or advice to the City or Pueblo Memorial Airport due to activities, relationships, contracts, or circumstances which may impair the Contractor's objectivity; or a Contractor has an unfair competitive advantage. The City and Pueblo Memorial Airport shall avoid organizational conflicts of interest causing bias and an unfair competitive advantage.

3. Value Engineering

Only applicable to construction projects.

Value Engineering is defined as the systematic multi-disciplined approach designed to optimize the value of each dollar spent. Pursuant to the Uniform Guidance (2 C.F.R. 200.318(g)), Pueblo Memorial Airport encourages the use of value engineering with regards to construction projects that offer reasonable opportunities for cost reductions. Contractor may submit a proposal of value engineering regarding a creative analysis of each contract item or task to promote an overall lower cost.

4. Accessibility

Only applicable to construction projects.

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

5. Access to Records and Reports
Applicable to all projects.

A. **Record Retention.** The Contractor will retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other subconsultant agreements of any type, and supporting materials related to those records. The Contractor must maintain an acceptable cost accounting system.

B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. **Access to Records.** The Contractor agrees to provide sufficient access to City, FAA, the Comptroller General of the United States, and any of their authorized representatives to inspect and audit records and information related to performance of this contract as may be required.

D. **Access to the Sites of Performance.** The Contractor agrees to permit City, FAA, the Comptroller General of the United States, and any of their authorized representatives access to the sites of performance under this contract as reasonably may be required.

6. Requirement for Affirmative Action to Ensure Equal Employment
Applicable to all AIP funded projects exceeding $10,000; primarily construction related and for installation of equipment.

A. The Offeror's, Bidder's, Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 27.5%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the

subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of Pueblo, County of Pueblo, State of Colorado.

7. Breach of Contract Terms and Conditions

Applicable to all projects.

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. City will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. City reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the City elects to terminate the contract. The City's notice will identify a specific date by which the Contractor must correct the breach. City may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the City's notice. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

8. Termination for Convenience (Construction and Equipment)

Applicable to all projects over $10,000 for construction and/or equipment.

A. Unless otherwise stated in the agreement, the City may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of City. Upon receipt of a written notice of termination, except as explicitly directed by the City, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.

2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the City all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the City to protect and preserve property and work related to this contract that City will take possession.

B. City agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4. Reasonable and substantiated expenses to the Contractor directly attributable to City's termination action.

C. City will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the City's termination action.

9. Termination for Convenience (Professional Services)
Applicable to all projects over $10,000 for professional services.

A. Unless otherwise stated in the agreement, the City may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the City, the Consultant must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the City all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this contract, whether complete or partially complete.

B. City agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. City further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. Termination for Default (Construction - Mandatory Terms)
Applicable to all projects for construction.

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with City termination of this contract due to default of the Contractor.

11. Termination for Default (Professional Services - Mandatory Terms)
Applicable to all projects for professional services.

A. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

B. The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

C. 1. **Termination by City.** The City may terminate this Agreement in whole or in part, for the failure of the Consultant to:

a. Perform the services within the time specified in this contract or by City approved extension;

b. Make adequate progress so as to endanger satisfactory performance of the Project; or

c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the City all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. City agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. City further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5. If, after finalization of the termination action, the City determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the City issued the termination for the convenience of the City.

D. **Termination by Consultant.**

1. The Consultant may terminate this Agreement, in whole or in part, if the City:

   a. Defaults on its obligations under this Agreement;

   b. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

   c. Suspends the Project for more than 60 days due to reasons beyond the control of the Consultant.

2. Upon receipt of a notice of termination from the Consultant, City agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If City and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the City's breach of the contract.

E. In the event of termination due to City breach, the Engineer is entitled to invoice City and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. City agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

12. Buy American

Only for construction projects using iron, steel, manufactured goods, or rolling stock.

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration (FAA) has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Contractor shall complete the appropriate Buy American Certification, either the (i) Certificate of Compliance Based on Total Facility or (ii) Certificate of Compliance Based on Equipment and Materials Used on the Project, as applicable, unless the FAA has waived the Buy American requirement. The City will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

13. Clean Air Act and Federal Water Pollution Control Act

Only for projects exceeding $150,000.

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The Contractor agrees:

A. It will not use any violating facilities;

B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

C. It will report violations of use of prohibited facilities to FAA and EPA.

14. Civil Rights (General)
Applicable to all projects.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Civil Rights – Title VI Assurances
Applicable to all projects.

A. The City of Pueblo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, select 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 will not be discriminated against on the grounds of race, color, religion, national origin, sex, disability, or age in consideration for an award.

B. **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, religion, national origin, sex, disability, or age in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, religion, national origin, sex, disability, or age.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs 1 through 7 (above) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. The Title VI List of Pertinent Nondiscrimination Acts and Authorities is attached hereto.

16. Civil Rights and Equal Opportunity
Applicable to all projects.

The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract and subconsultant agreement entered into as part thereof.

A. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FAA may issue.

B. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq*., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion,

demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FAA may issue.

C. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FAA may issue.

D. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FAA may issue.

17. Equal Employment Opportunity
Applicable to all projects.

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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.

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 considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it 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.

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

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

6. 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.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any 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.

18. Prohibition of Segregated Facilities
Applicable to all projects.

A. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

B. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

C. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

19. Standard Federal Equal Employment Opportunity Construction Contract Specifications
Applicable to all construction projects over $10,000.

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

4. "Minority" includes:

a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

d. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G1 through G16 (below) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G1 through G16 above). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and

participant may be asserted as fulfilling any one or more of its obligations under G1 through G16 (above) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

K. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing

regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

20. Federal Fair Labor Standards Act
Applicable to all projects.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA

sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

21. Davis-Bacon Act
Applicable to all construction and repair projects over $2,000.

The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

A. **Minimum Wages.**

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph A4 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under A2 of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

      1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

      2) The classification is utilized in the area by the construction industry; and

      3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator,

or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2b and 2c, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. **Withholding.**

The Federal Aviation Administration or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, City, Applicant, or City, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. **Payrolls and Basic Records.**

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to

the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, City, or City, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, City, or City, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City government agency (or the applicant, City, or City).

   b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

      1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

      2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

      3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

   c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

   d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

3. The Contractor or subcontractor shall make the records required under paragraph C1 of this section available for inspection, copying, or transcription by authorized representatives of the City, the Federal

Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, City, applicant, or City, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. **Apprentices and Trainees.**

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for

the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

F. **Contract Termination: Debarment.** A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

G. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

H. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I. **Certification of Eligibility.**

i. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

22. Copeland "Anti-Kickback" Prevailing Wage and Anti-Kickback
Applicable to all construction and repair projects over $2,000.

A. For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FAA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FAA assisted construction, alteration, or repair projects.

B. Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the City, a weekly statement on the wages paid to each employee performing on covered work during the prior week. City must report any violations of the Act to the Federal Aviation Administration.

23. Contract Work Hours and Safety Standards.
Applicable for projects over $100,000 involving mechanics and laborers.

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5.

A. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph A of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this clause.

C. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this clause.

D. **Subcontractors.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this clause.

Also see Section 24 below.

24. Contract Work Hours and Safety Standards for Awards Not Involving Construction
Applicable to all projects.

A. For all projects, the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5

B. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

C. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FAA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

25. Occupational Safety and Health Act of 1970
Applicable to all projects.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

26. Energy Conservation
Applicable to all projects.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq.).

27. Debarment, Suspension, Ineligibility and Voluntary Exclusion
Only applicable to AIP funded contracts in excess of $25,000.

A. By submitting a bid/proposal under this solicitation, the bidder, offeror, or Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Contractor shall complete Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification form attached to this Appendix.

B. Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Contractor will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.

2. Collecting a certification statement similar to the Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

C. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

28. Lobbying Restrictions
Only applicable for contracts exceeding $100,000.

A. The Bidder, Offeror, or Contractor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, Offeror, or Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor shall complete Lobbying Restrictions Certification form attached to this Appendix.

29. No Federal Government Obligation to Third Parties
Applicable to all projects.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FAA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30. Program Fraud and False or Fraudulent Statements or Related Acts
Applicable to all projects.

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FAA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FAA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

31. Recycled Products/Recovered Materials
Only if item exceeds $10,000 (or total of all purchases previous year exceed $10,000).

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the

Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

32. Safe Operation of Motor Vehicles
Applicable to all projects.

A. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased by the Contractor.

B. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

C. Also see Section 35 below.

33. Disadvantaged Business Enterprise (DBE)
Only applicable for planning, capital, or operating assistance projects exceeding $250,000 in a Federal fiscal year.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The City encourages participation by all firms qualifying under this solicitation regardless of business size or Cityship. Contractor shall complete DBE Utilization Form, DBE Participation Schedule & Identification and Information Form, and DBE Letter(s) of Intent attached to this Appendix.

A. **For Solicitations that include a Project Goal.**

1. The City's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

    a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

    b. A description of the work that each DBE firm will perform;

    c. The dollar amount of the participation of each DBE firm listed under (a)

    d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the City's project goal; and

    e. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

2. The City's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

    a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

b. A description of the work that each DBE firm will perform;

c. The dollar amount of the participation of each DBE firm listed under (a)

d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the City's project goal; and

e. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

B. The City requires the Contractor to pay subconsultants and subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to the prime contractor. 49 C.F.R. § 26.29(a). The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

C. **Overview.**

1. It is the policy of the City, Pueblo Memorial Airport, and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City and Pueblo Memorial Airport to:

   a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

   b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

   c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

   d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

   e. Help remove barriers to the participation of DBEs in DOT assisted contracts;

   f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

   g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

2. This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the City may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the City.

D. **Contract Assurance.**

1. The Contractor, subconsultants, or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts.

2. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

    a. Withholding monthly progress payments;

    b. Assessing sanctions;

    c. Liquidated damages; and/or

    d. Disqualifying the Contractor from future bidding as non-responsible.

E. **DBE Participation.** For the purpose of this Contract, the City will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the *Unified Certification Program (UCP)*; or

2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FAA approval; or

3. Certified by another agency approved by the City of Pueblo and Pueblo Memorial Airport.

F. **DBE Participation Goal**. The DBE participation goal for this Contract is set at **3.9**%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 3.9%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

G. **Proposed Submission**. Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (attached) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.

2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original DBE Letter of Intent (attached) from each DBE listed in the DBE Participation Schedule.

4. An original DBE Affidavit (attached) from each DBE stating that there has not been any change in its status since the date of its last certification.

H. **Good Faith Efforts.**

1. If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the City will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

    a. Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

b. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

c. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

d. Written notification to DBE's encouraging participation in the proposed Contract; and

e. Efforts made to identify specific portions of the work that might be performed by DBE's.

2. The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

a. The names, addresses, and telephone numbers of DBE's that were contacted;

b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

3. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

I. **Administrative Reconsideration.**

1. Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the City's Purchasing Director and Director of Pueblo Memorial Airport. The Director(s) will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

2. As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

J. **Termination of DBE Subcontractor.** The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (attached) without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith

efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section j below (Sanctions for Violations).

K. **Continued Compliance.**

1. The City shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the City that summarize the total DBE value for this Contract. These reports shall provide the following details:

   a. DBE utilization established for the Contract;

   b. Total value of expenditures with DBE firms for the quarter;

   c. The value of expenditures with each DBE firm for the quarter by race and gender;

   d. Total value of expenditures with DBE firms from inception of the Contract; and

   e. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

2. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City of Pueblo Department of Public Works and Pueblo Memorial Airport. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

3. The successful Bidder/Offeror shall permit:

   a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

   b. The authorized representative(s) of the City, Pueblo Memorial Airport, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

   c. All data/record(s) pertaining to DBE shall be maintained as stated in Section 5 above.

L. **Sanctions for Violations.** If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

34. Sensitive Security Information
Applicable to all projects.

Each Contractor, subconsultant, and subcontractor must take make every effort to protect "sensitive security information" made available during the administration of a contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

35. Texting While Driving
Applicable to all projects.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the FAA and City encourages Contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

36. Trade Restriction Certification
Applicable to all projects.

A. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

   1. 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 as published by the Office of the United States Trade Representative (USTR);

   2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

   3. Has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

B. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

C. The Offeror/Contractor must provide immediate written notice to the City if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

D. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

   1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

   2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3. Who incorporates in the public works project any product of a foreign country on such USTR list.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

G. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the City cancellation of the contract or subcontract for default at no cost to the City or the FAA.

37. Veteran's Preference
Applicable to all projects.

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

38. Federal Tax Liability and Recent Felony Convictions, Transactions Prohibited.
Applicable to all projects.

A. The Contractor agrees that Contractor, any subconsultants, and any subcontractors:

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

2. Has not been convicted of the felony criminal violation under any Federal law within the preceding 24 months.

B. Contractor must complete the Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions.

39. Compliance
Applicable to all projects.

The FAA may take enforcement action if the Contractor violates an applicable federal law, regulation, or requirement, or does not follow an applicable federal guidance.

40. No Federal Government Commitment of Liability to Contractors
Applicable to all projects.

A. The Federal Government does not and shall not have any commitment or liability related to the funding agreement, to any Contractor, subconsultant, subcontractor, or to any other person or entity; and

B. Notwithstanding that the Federal Government may have concurred in or approved any solicitation or any agreement that may affect the funding agreement, the Federal Government does not and shall not have any commitment or liability to any Contractor, subconsultant, subcontractor, or other entity or person that is not a party to the funding agreement.

41. Construction Site Safety
Only applicable to construction projects.

Contractor agrees to comply and comply with protections for construction employees involved in each project or related activities with federal assistance provided including:

A. Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and

B. U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

42. Environmental Protections
Applicable to all projects.

a. **General.** The Contractor will comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

b. **National Environmental Policy Act.** An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees to:

1. Comply and facilitate subcontractor compliance with federal laws, regulations, and requirements, including, but not limited to:

a. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;

b. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. § 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;

c. Joint FHWA and FAA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;

d. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and

e. Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:

a. Joint FHWA and FAA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision-making in Environmental Reviews," January 14, 2013;

b. Joint FHWA and FAA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and

c. Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

c. **Environmental Justice.** The Contractor agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and

3. The most recent edition of FAA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

d. **Other Environmental Federal Laws.** The Contractor agrees to comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

e. **Use of Certain Public Lands.** The Contractor agrees to comply with FAA regulations.

43. Alcohol Misuse and Prohibited Drug Use
Applicable to all projects.

a. **Requirements.** The Contractor agrees to comply with:

1. Federal transit laws, specifically 49 U.S.C. § 5331;

2. FAA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and

3. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

b. **Remedies for Non-Compliance.** The Contractor agrees that if FAA determines that the Contractor, receiving federal assistance under 49 U.S.C. chapter 53, is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Contractor from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

44. Federal Changes
Applicable to all projects.

Contractor shall at all times comply with all applicable FAA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Pueblo Memorial Airport and FAA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

45. Trafficking in Persons
Applicable to all projects.

A. Contractor, its employees, and any subcontractor and its 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. City may unilaterally terminate this contract without penalty if you or a subcontractor 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 contract to have violated a prohibition in paragraph a. of this condition through conduct that is either:

a. Associated with performance under contract; or

b. Imputed to the Contractor or subcontractor 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 49 CFR Part 29.

c. You must inform the City immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. City's right to terminate unilaterally is described in paragraph a. of this condition:

1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

2) Is in addition to all other remedies for noncompliance that are available to us under this agreement.

46. Employee Protection from Reprisal
Applicable to all projects.

An employee of Contractor or a subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a described person or body, information that the employee reasonably believes is evidence of waste of federal funds, violation of law, or substantial danger in accordance with 41 U.S.C. § 4712. Contractor and any subcontractor shall at all times comply with the requirements of 41 U.S.C. § 4712.

ADDITIONAL INFORMATION FOR AGREEMENT

Completed Required FAA Funding Forms

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificate(s)

BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIG IBILITY AND VOLUNTARY EXCLUSION

Only applicable for projects exceeding $25,000.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FAA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;

b. Suspended from participation in any federally assisted Award;

c. Proposed for debarment from participation in any federally assisted Award;

d. Declared ineligible to participate in any federally assisted Award;

e. Voluntarily excluded from participation in any federally assisted Award; or

f. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Pueblo Memorial Airport. If it is later determined by the Pueblo Memorial Airport that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Pueblo Memorial Airport, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Dibble & Associates Consulting Engineers, Inc. | dba Dibble Date 08/03/2022

Authorized Signature _____

Name/Title Ryan Toner, PE | Vice President

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

m. The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

n. Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

o. Note

p. If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the City has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the City about its tax liability or conviction to the City, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

q. Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Company Dibble & Associates Consulting Engineers, Inc. | dba Dibble Date 08/03/2022

Authorized Signature _____

Name/Title Ryan Toner, PE | Vice President

LOBBYING RESTRICTIONS FORM

The Contractor certifies, to the best of his or her knowledge and belief, that:

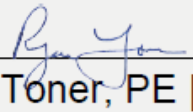
a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Company Dibble & Associates Consulting Engineers, Inc. | dba Dibble Date 08/03/2022

Authorized Signature 

Name/Title Ryan Toner, PE | Vice President

DBE UTILIZATION FORM

Only applicable for planning, capital and/or operating assistance exceeding $250,000 in a Federal fiscal year.

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

X The Bidder/Offer is committed to a minimum of 3.9 % DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Company Dibble & Associates Consulting Engineers, Inc. | dba Dibble Authorized Signature _____

DBE PARTICIPATION SCHEDULE & IDENTIFICATION AND INFORMATION FORM

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation % (Of Total Contract Value)	Description of Work To Be Performed	Race & Gender of Firm
CR Engineers | 16719 East Palisades Boulevard, Suite 202 Fountain Hill, AZ 85268	Catherine Alcorn | 602.448.9570	TBD per project	Airfield Lighting and Signage; Design and Construction Administration; will vary as project dictates.	DBE/SBE
Basis Partners | 25 North Spruce Street, Suite 310 Colorado Springs, CO 80905	Derek Phipps | 719.733.3492	TBD per project	Construction Administration and Observation; will vary as project dictates.	DBE/ESB/ MWBE
Genesis Consulting Group | 5104 North 33rd Street Phoenix AZ 85018	Mary Ortega-Itsell | 210.488.1019	TBD per project	Airport Special Services, including DBE; will vary as project dictates.	DBE

(Continue to next page for DBE Letter of Intent)

DBE LETTER OF INTENT

(Bidder must submit this page for each DBE subcontractor.)

Bidding Company Name Dibble & Associates Consulting Engineers, Inc. | dba Dibble

Bidder's Address, City, State, Zip 2696 South Colorado Boulevard, Suite 330 Denver, CO 80222

Name of DBE firm Basis Partners

DBE's Address, City, State, Zip 25 North Spruce Street, Suite 310 Colorado Springs, CO 80905

DBE's Phone & Email 719.733.3492 | derek.phipps@basisp.com

Description of work to be performed by DBE firm:

Construction Administration and Observation.

Varied as project dictates.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ TBD.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

Company Basis Partners Date 08/03/2022

Authorized Signature

Name/Title Nouraldean Bakkar - President

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

NOTE: All DBE subcontractors shall also submit the No Change Affidavit on the following page.

DBE LETTER OF INTENT

(Bidder must submit this page for each DBE subcontractor.)

Bidding Company Name Dibble & Associates Consulting Engineers, Inc. | dba Dibble

Bidder's Address, City, State, Zip 2696 South Colorado Boulevard, Suite 330 Denver, CO 80222

Name of DBE firm CR Engineers, Inc.

DBE's Address, City, State, Zip 16719 East Palisades Boulevard, Suite 202 Fountain Hills, AZ 85268

DBE's Phone & Email 602.448.9570 | calcorn@creng.com

Description of work to be performed by DBE firm:

Airfield Lighting and Signage; Design and Construction Administration.

Varied as project dictates.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ TBD.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

Company CR Engineers, Inc. Date 08/03/2022

Authorized Signature

Name/Title Catherine Alcorn / President

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

NOTE: All DBE subcontractors shall also submit the No Change Affidavit on the following page.

DBE LETTER OF INTENT

(Bidder must submit this page for each DBE subcontractor.)

Bidding Company Name: Dibble & Associates Consulting Engineers, Inc. | dba Dibble

Bidder's Address, City, State, Zip: 2696 South Colorado Boulevard, Suite 330 Denver, CO 80222

Name of DBE firm: Genesis Consulting Group

DBE's Address, City, State, Zip: 5104 North 33rd Street, Phoenix, AZ 85018

DBE's Phone & Email: 210.488.1019 | mary@genesis-aviation.com

Description of work to be performed by DBE firm:

Airport Special Services, including DBE.

Varied as project dictates.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ TBD

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

Company: Genesis Consulting Group Date: 08/03/2022

Authorized Signature: [signature]

Name/Title: Mary Ortega-Itsell, Managing Member

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

NOTE: All DBE subcontractors shall also submit the No Change Affidavit on the following page.

NO CHANGE AFFIDAVIT FOR DBE BUSINESS

(Each DBE subcontractor shall submit this form to bidder
and bidder shall submit all No Change Affidavits with their bid.)

All DBEs are required to inform the U.S. Department of Transportation, in a written affidavit, of any change in their circumstances affecting their ability to meet size, disadvantaged status, Cityship or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the U.S. Department of Transportation application for certification.

Please confirm the following:

I swear (or affirm) that there have been no changes in the circumstances of Basis Partners *[name of DBE firm]* affecting its ability to meet the size, disadvantaged status, Cityship, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with Basis Partners *[name of DBE firm]*'s application for certification, except for any changes about which you have provided written notice to the U.S. Department of Transportation under 26.83(j).

Basis Partners *[name of DBE firm]* meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $16.6 million.

I understand that this form shall be utilized by the City of Pueblo and does not waive the obligation for Basis Partners *[name of DBE firm]* to notify the U.S. Department of Transportation of any changes to the DBE status.

Company Basis Partners Date 08/03/2022

Authorized Signature _____

Name/Title Nouraldean Bakkar - President

NO CHANGE AFFIDAVIT FOR DBE BUSINESS

(Each DBE subcontractor shall submit this form to bidder
and bidder shall submit all No Change Affidavits with their bid.)

All DBEs are required to inform the U.S. Department of Transportation, in a written affidavit, of any change in their circumstances affecting their ability to meet size, disadvantaged status, Cityship or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the U.S. Department of Transportation application for certification.

Please confirm the following:

I swear (or affirm) that there have been no changes in the circumstances of CR Engineers, Inc. *[name of DBE firm]* affecting its ability to meet the size, disadvantaged status, Cityship, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with CR Engineers, Inc. *[name of DBE firm]*'s application for certification, except for any changes about which you have provided written notice to the U.S. Department of Transportation under 26.83(j).

CR Engineers, Inc. *[name of DBE firm]* meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $16.6 million.

I understand that this form shall be utilized by the City of Pueblo and does not waive the obligation for CR Engineers, Inc. *[name of DBE firm]* to notify the U.S. Department of Transportation of any changes to the DBE status.

Company CR Engineers, Inc. Date 08/03/2022

Authorized Signature _____

Name/Title Catherine Alcorn / President

NO CHANGE AFFIDAVIT FOR DBE BUSINESS

(Each DBE subcontractor shall submit this form to bidder
and bidder shall submit all No Change Affidavits with their bid.)

All DBEs are required to inform the U.S. Department of Transportation, in a written affidavit, of any change in their circumstances affecting their ability to meet size, disadvantaged status, Cityship or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the U.S. Department of Transportation application for certification.

Please confirm the following:

I swear (or affirm) that there have been no changes in the circumstances of Genesis Consulting Group *[name of DBE firm]* affecting its ability to meet the size, disadvantaged status, Cityship, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with Genesis Consulting Group *[name of DBE firm's]* application for certification, except for any changes about which you have provided written notice to the U.S. Department of Transportation under 26.83(j).

Genesis Consulting Group *[name of DBE firm]* meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $16.6 million.

I understand that this form shall be utilized by the City of Pueblo and does not waive the obligation for Genesis Consulting Group *[name of DBE firm]* to notify the U.S. Department of Transportation of any changes to the DBE status.

Company Genesis Consulting Group Date 08/03/2022

Authorized Signature mahortega-itsell

Name/Title Mary Ortega-Itsell, Managing Member

Certificate of Buy American Compliance for Manufactured Products

g. As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

h. By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the City evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the City within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

i. **Required Documentation**

j. **Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

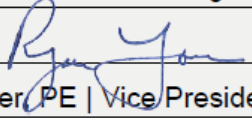
a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

k. **Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

l. **False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Company Dibble & Associates Consulting Engineers, Inc. Date 8/3/2022

Authorized Signature 

Name/Title Ryan Toner, PE | Vice President

SAM.GOV®

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
FNVBMB1RNMM8	**3VML8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jun 2, 2023**	
Physical Address	Mailing Address	
7878 N 16TH ST STE 300 **Phoenix, Arizona 85020-4467** **United States**	**7878 N 16TH ST** **Suite 300** **Phoenix, Arizona 85020-4660** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Arizona 09	**Arizona / United States**	**http://www.dibblecorp.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 6, 2022	**Jun 2, 2022**	**May 14, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 1, 1962	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) 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**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments **No**	Debt Subject To Offset **No**
EFT Indicator **0000**	CAGE Code **3VML8**

Points of Contact

Electronic Business

Susan Detwiler, CHIEF OPERATIONS OFFICER	**7878 N 16TH ST** **Suite 300** **Phoenix, Arizona 85020** **United States**
KEVIN W ROBERTS, PRINCIPAL	7878 N 16TH ST Suite 300 Phoenix, Arizona 85020 United States

Government Business

Susan Detwiler, CHIEF OPERATIONS OFFICER	**7878 N 16TH ST** **Suite 300** **Phoenix, Arizona 85020** **United States**
Heather Brown, Director of Marketing	7878 N 16TH ST Suite 300 Phoenix, Arizona 85020 United States

Past Performance

Kevin Roberts, PRINCIPAL	**7878 N 16TH ST** **Suite 300** **Phoenix, Arizona 85020** **United States**
Kevin W. Roberts, Principal	7878 North 16TH Street Suite 300 Phoenix, Arizona 85020 United States

Colorado
Secretary of State
Jena Griswold

Summary

Details			
Trade name	DIBBLE ENGINEERING		
Registrant name	Dibble & Associates Consulting Engineers, Inc		
Status	Effective	**Formation Date**	12/20/2016
ID number	20161854330	**Form**	Foreign Corporation
Renewal month	n/a	**Expiration Date**	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

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,

Dibble & Associates Consulting Engineers, Inc

is an entity formed or registered under the law of Arizona , 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 20161852874 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/17/2022 that have been posted, and by documents delivered to this office electronically through 08/19/2022 @ 10:43:55 .

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 08/19/2022 @ 10:43:55 in accordance with applicable law. This certificate is assigned Confirmation Number 14248924 .

Secretary of State of the State of Colorado

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

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

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No X. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Dibble Engineering

Authorized Signature: C W Moyers Title: Vice President

Printed Name: C. W. Moyers Date: 2/21/2022

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, Director of Public Works

SUBJECT: A RESOLUTION MODIFYING A FEE SCHEDULE TO BE COLLECTED THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS

SUMMARY:

Attached is a Resolution authorizing the City of Pueblo to modify the existing fee schedule for public use of City-owned electric vehicle charging stations located at: 120 S. Main Street, 700 N. Main Street, and 200 W. 2nd Street. The updated rate schedule shall also apply to any new City of Pueblo-owned charging stations installed at Main Street Parking Garage, Weisbrod Parking Garage, and in the public parking lot at Pueblo Memorial Airport while this fee schedule is in effect.

PREVIOUS COUNCIL ACTION:

On February 26, 2020, Ordinance No. 9665 was approved establishing the Colorado Energy Office Charge Ahead Colorado Project No. PL2002, budgeting and appropriating funds in the amount of $27,000 for said Project, approving the terms and conditions of the State of Colorado Small Dollar Grant Award from the Colorado Energy Office, and approving an Intergovernmental Agreement between the City of Pueblo and Black Hills Energy.

On July 27, 2020, Resolution 14439 was approved, approving an operating agreement between ChargePoint, Inc., and the City related to the operation and maintenance of the City-owned electric vehicle charging stations.

On July 27, 2020, Resolution 14440 was approved adopting a fee schedule for public use of the three newly installed chargers.

On September 27, 2020, Resolution 14721 was approved modifying the fee schedule for public use of the three vehicle charging stations.

BACKGROUND:

This Resolution will modify the existing fee schedule to establish a flat fee of zero dollars per hour ($0.00) for charging electric vehicles at City-owned electric vehicle charging stations through September 30, 2024. Effective October 1, 2024, the rate schedule shall adjust to two dollars ($2.00) per hour unless otherwise updated by resolution of City Council.

ChargePoint, the service vendor, is operated through a mobile application which tracks data and collects payments. Those payments are then delivered to the City of Pueblo via check or direct deposit. Under the original grant provided to fund installation of the chargers, the City of Pueblo has a five-year service contract with ChargePoint, which includes support and maintenance of the charging stations through October 2025. At the end of the grant, the City of Pueblo may choose to continue with ChargePoint, change vendors, or develop its own interface with the charging stations. These electric vehicle charging stations will be managed by City's Public Works Department.

FINANCIAL IMPLICATIONS:

Under the operating agreement with ChargePoint, the City has sole discretion to assess fees for electric vehicle charging and if assessed, ChargePoint will collect and remit such fees less ChargePoint's collection fee which is ten percent (10%) of all revenues collected. If fees are not assessed, no collection fee will be due ChargePoint. The fee schedule adjusts in October 2024, to two dollars ($2.00) per hour which will allow the City of Pueblo to recover the cost of electricity used and other administrative costs associated with operating and maintaining the charging stations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the City of Pueblo will need to be able to activate and/or collect any revenues from the newly installed City of Pueblo owned electric vehicle charging stations until a rate for service is established.

RECOMMENDATIONS:

Approve the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14990

A RESOLUTION MODIFYING A FEE SCHEDULE TO BE COLLECTED THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS

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

SECTION 1.

The flat rate of zero dollars ($0.00) per hour for the electric vehicle charging stations located at: 120 S. Main Street, 700 N. Main Street, and 200 W. 2nd Street, is hereby authorized and approved through September 30, 2024.

SECTION 2.

The flat rate of two dollars ($2.00) per hour for public use of the electric vehicle charging stations located at 120 S. Main Street, 700 N. Main Street, and 200 W. 2nd Street is hereby authorized and approved effective October 1, 2024.

SECTION 3.

The flat rate fee schedules specified in Section 1 and Section 2 above shall also apply to any new City of Pueblo-owned electric vehicle charging stations that may be installed in the Main Street Parking Garage, the Weisbrod Parking Garage, and in the publicly accessible parking lot at Pueblo Memorial Airport while the fee schedules remain in effect, unless the fee schedule is amended by a future resolution of City Council.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background for Proposed Resolution

COUNCIL MEETING DATE: September 12, 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: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS DORCY COMMUNITY HOUSING ANNEXATION, 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

SUMMARY:

The City Clerk received an annexation petition for a 10.74-acre area located south of Red Creek Springs Road, north of Regency Park 10th Filing, and west of The Meadows Subdivision, Filing 4. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On June 13, 2022, the petitioner, Kim Bowman, on behalf of Posada, Inc., submitted an annexation petition for the Dorcy Community Housing Annexation totaling 10.74-acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the City Clerk, the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

Attachments:
Proposed Resolution
Annexation Petition
Circulator's Oath
Annexation Plat

RESOLUTION NO. 14991

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS DORCY COMMUNITY HOUSING ANNEXATION, 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

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

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

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

AREA TO BE ANNEXED:

A parcel of land located in the SE ¼ of the SW ¼ of Section 04, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Considering the centerline of Starling Drive in The Meadows, Filing No. 4, according to the recorded plat thereof as filed for record on January 14,1980 at Reception No. 628024 in the Pueblo County records to bear S. 02°48'49" W., and all bearings contained herein being relative thereto. Both ends of said centerline are monumented with a lead and tack in a monument box.

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S. 89°05'52" E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vinci Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County

records; thence S. 01°00'14" W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vinci Subdivision, a Special Area Plan; thence S. 89°01'48" E. along the southerly line of said Vinci Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vinci Subdivision, a Special Area Plan, said point also being on the westerly line of The Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S.02°48'49"W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N. 89°20'09" W. along said northerly line a distance of 373.08 feet to the Point of Beginning.

Containing 10.74 acres, more or less.

Proposed New City Limits Line:

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located, said point being the Point of Terminus.

Certification Of Perimeter:

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation:

Dorcy Community Housing Annexation

Location and size in acres: Section 04, Township 21 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, _____acres.
100 % of Owners 1; Less than 100% of owners_____
School District No. 60; Special District: Regional Library, SE Water, Lower Arkansas Water, Pueblo Conservancy

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use_____
Date Petition Filed _____ Filing Fee $_____ Paid_____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing_____; Notice of Public Hearing Published:_____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____ to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

CITY OF PUEBLO
PETITION FOR ANNEXATION

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

See Attached Signature Sheet

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.

2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.

3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.

4. A community of interest exists between the area proposed to be annexed and the City.

5. The area proposed to be annexed is urban or will be urbanized in the near future.

6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,

(b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.

8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.

9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.

10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

(d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.

11. The area proposed to be annexed is not presently a part of any incorporated city or town.

12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.

13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:

(a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

(b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.

(c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

(a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.

(b)

(c)

(d)

(e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

SIGNATURE	MAILING ADDRESS	LEGAL DESCRIPTION	DATE OF SIGNING
K Roome	827 E. 4th Pueblo, CO	BEG SE COR SW4 4-21-65, THENCE W 374 FT; THENCE N 1302.1 FT; THENCE E 254 FT THENCE S 1°56' E, A DIST OF 290.4 FT; THENCE N 88°04' E A DIST OF 151.53 FT; THENCE S 1010.3 FT TO BEG	8/12/22

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

Jay Fisher
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of Pueblo, State of Colorado, this 15th day of August, 2022 By Jay Fisher.

Witness my hand and official seal.
My commission expires: Sept. 15, 2024.

Patricia A. Vega-Ackerman
Notary Public (or official title)

(SEAL)

PATRICIA A. VEGA-ACKERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164035042
MY COMMISSION EXPIRES SEPT. 15, 2024

Exhibit A

Area to be Annexed:

A parcel of land located in the SE ¼ of the SW ¼ of Section 04, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Considering the centerline of Starling Drive in The Meadows, Filing No. 4, according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 in the Pueblo County records to bear S. 02°48'49" W., and all bearings contained herein being relative thereto. Both ends of said centerline are monumented with a lead and tack in a monument box.

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S. 89°05'52" E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vinci Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County records; thence S. 01°00'14" W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vinci Subdivision, a Special Area Plan; thence S. 89°01'48" E. along the southerly line of said Vinci Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vinci Subdivision, a Special Area Plan, said point also being on the westerly line of The Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S.02°48'49"W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N. 89°20'09” W. along said northerly line a distance of 373.08 feet to the Point of Beginning.

Containing 10.74 acres, more or less.

Proposed New City Limits Line:

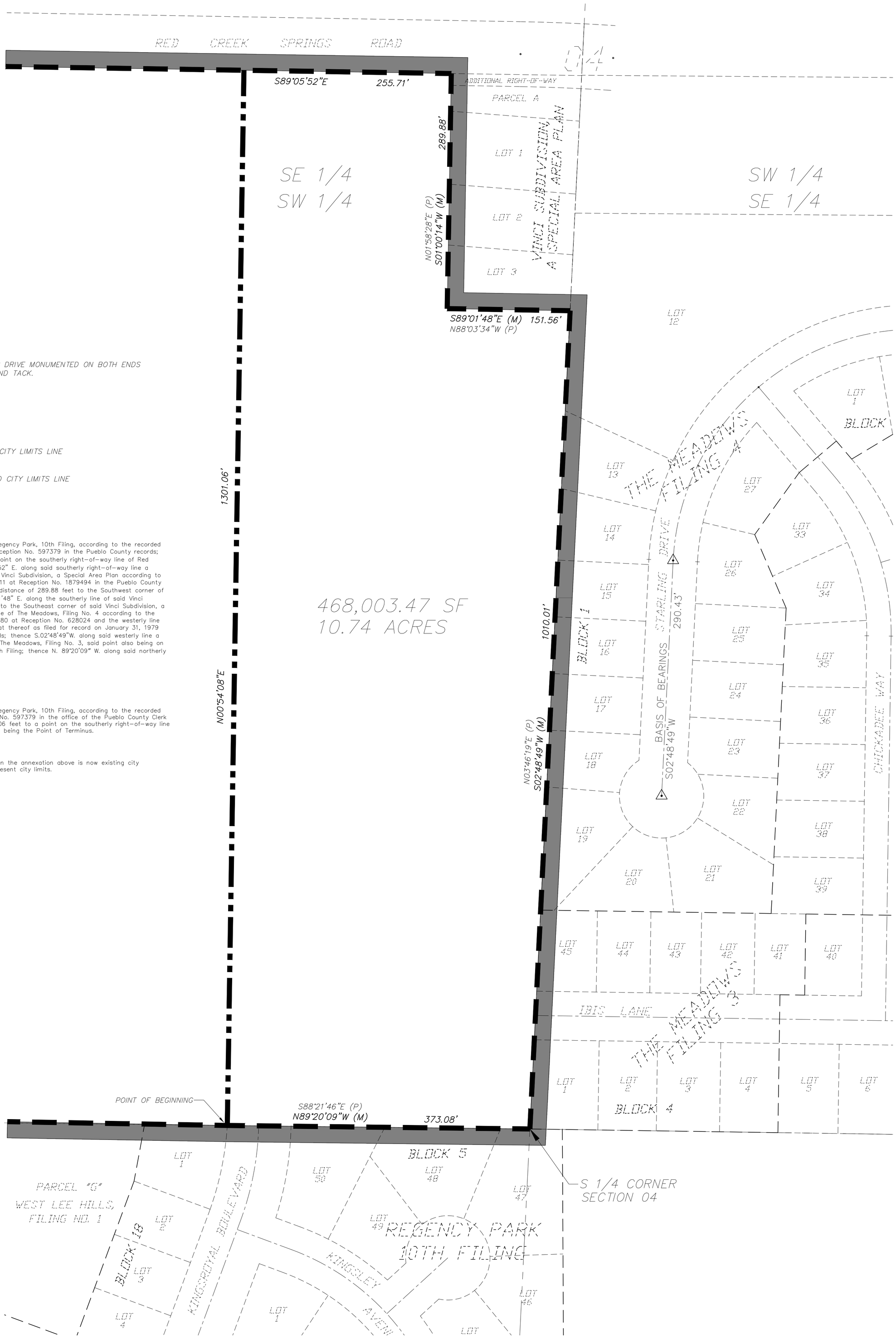
Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located, said point being the Point of Terminus.

Certification Of Perimeter:

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

DORCY COMMUNITY HOUSING ANNEXATION

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 60'

0 30' 60' 120'

BASIS OF BEARINGS:

A PORTION OF THE CENTERLINE OF STARLING DRIVE MONUMENTED ON BOTH ENDS WITH FOUND MONUMENT BOXES WITH LEAD AND TACK. BEARS S. 02°48'49" W.

LEGEND

EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

1. AREA TO BE ANNEXED:

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S. 89°05'52" E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vinci Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County records; thence S. 01°00'14" W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vinci Subdivision, a Special Area Plan; thence S. 89°01'48" E. along the southerly line of said Vinci Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vinci Subdivision, a Special Area Plan, said point also being on the westerly line of The Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S.02°48'49"W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N. 89°20'09" W. along said northerly line a distance of 373.08 feet to the Point of Beginning.

Containing 10.74 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat as filed for record on January 31, 1979 at Reception No. 597379 in the office of the Pueblo County Clerk and Recorder; thence N. 00°54'08" E., a distance of 1301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located, said point being the Point of Terminus.

3 CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:_____
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: ANNEXATION PLAT		
SCALE: 1" = 60'	DRAWN BY: DJA	FILE: 2102201-ANNEX.DWG
DATE: 08-09-2022	CHECKED BY: MLC	JOB NO. 2102201
		SHEET 1 OF 1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: A RESOLUTION APPROVING AND ADOPTING PUEBLO COUNTY'S EMERGENCY OPERATIONS PLAN (AUGUST 2022)

SUMMARY:

This Resolution approves and adopts the Emergency Operations Plan ("EOP") for Pueblo County, Colorado (August 2022).

PREVIOUS COUNCIL ACTION:

City Council has adopted previous versions of Pueblo County's Emergency Operations Plan.

BACKGROUND:

Pueblo County's Department of Emergency Management, in collaboration with the City of Pueblo's Police Department, Fire Department and Department of Public Works, has updated Pueblo County's Emergency Operations Plan, which is applicable on a countywide basis.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve the updated EOC.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution
Emergency Operations Plan for Pueblo County, Colorado (August 2022)

RESOLUTION NO. 14992

A RESOLUTION APPROVING AND ADOPTING PUEBLO COUNTY'S EMERGENCY OPERATIONS PLAN (AUGUST 2022)

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

SECTION 1.

The Emergency Operations Plan ("EOP") for Pueblo County, Colorado (August 2022), a copy of which is attached hereto and is incorporated herein by this reference, having been approved as to form by the City of Pueblo's Police Chief, Fire Chief and Director of Public Works, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver said EOP in the name of the City and the City Clerk is authorized to fix the seal of the City thereto and attest same.

SECTION 3.

All agencies, departments and individuals employed by the City of Pueblo who are assigned responsibilities, specifically or by implication, in the attached EOP are hereby directed to recognize the Plan as an expression of the public policy of the City and that the responsibilities assigned therein shall constitute an integral part of their official duties and functions.

SECTION 4.

Minor revisions, as determined necessary by the Emergency Management Coordinator of Pueblo County, may be incorporated into the Plan as the need arises, without recourse to formal action by City Council, provided such changes are fully consistent with the basic purpose of the Plan as approved herein.

SECTION 5.

The attached Emergency Operations Plan supersedes and replaces previous EOP's approved and adopted by City Council.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Pueblo County, Colorado Emergency Operations Plan

August 2022

Pueblo County Sheriff's Office

Kirk M. Taylor, Sheriff

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Introduction

This Pueblo County Emergency Operations Plan (EOP) has been developed under the requirements for local emergency planning established under the State of Colorado Disaster Assistance Act, Colorado Revised Statue (CRS 24-33.5-700) and is aligned with the National Response Framework (NRF) and the NIMS. It meets the requirements of State and Federal guidelines for emergency management (EM) plans and programs. The Pueblo County EOP establishes the structure for a coordinated response to various types of natural, technological, human-caused emergencies, disasters, or terrorist attacks.

Each agency, organization, or individual assigned a specific responsibility under this plan should have a broad understanding of the basic document and a thorough understanding of the assigned tasks. This plan neither replaces or replicates standard agency or organization Operational Plans. Instead, it will be used when a situation calls for multiple agencies and organizations to integrate into a single command structure or when an incident escalates beyond the capabilities of the community and the need to request outside resources arises.

In the event of a local disaster/emergency, the principal executive officer(s) of the affected political subdivision(s) may declare a local disaster; said declaration shall not be continued or renewed for a period more than seven days except by, or with, the consent of the governing board(s) of said political subdivision(s). The effect of a declaration of a local disaster/emergency is to activate the response and recovery aspects of any applicable local and inter-jurisdictional disaster/emergency plans. No inter-jurisdictional disaster agency or official thereof may declare a local disaster emergency unless expressly authorized by the agreement under which the agency functions.

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Distribution of Plan

The Pueblo County Sheriff's Office (PCSO), Emergency Services Bureau (ESB) is responsible for developing, maintaining, and distributing the Pueblo County EOP. The plan will be reviewed periodically as required to incorporate new state, federal and regional guidelines or directives, or to address significant operational issues.

Changes will include additions of new or supplementary material or deletions of outdated information. No proposed change should contradict, or override authorities, or other plans contained in statute or regulation. All requests for changes should be submitted to PCSO-ESB for coordination, approval, and distribution.

Coordinating agencies for the ESFs are responsible for maintaining and updating their assigned functional ESF annexes. ESFs and annexes should be reviewed annually. Proposed changes or updates to the annexes will be coordinated with all other support agencies prior to submission to PCSO-ESB.

Any department or agency may propose a change to the EOP and are encouraged to do so; this is meant to be a living document.

PCSO-ESB will provide hard copies of the Pueblo County EOP to all county departments and agencies, the Colorado Division of Homeland Security and Emergency Management (CO-DHSEM), and other partner organizations upon request. An electronic version will be available on the PCSO website at https://www.pueblosheriff.com.

Notice of Change

Notice of change to the EOP will be prepared and distributed by PCSO-ESB. The notice of change will include the effective date, the change number, subject, purpose, and action required by the departments and agencies. The notice of change will include revised pages for replacement within the EOP.

Upon publication, the change will be considered a part of the EOP. PCSO-ESB is responsible for the distribution of the approved notices of change following the same process as identified above.

Hard copies will be available upon request from:

Pueblo County Sheriff's Office
Emergency Services Bureau
Attn: EM Coordinator
101 W. 10th Street
Pueblo, CO 81003-2995
(719) 583-6200 – Main
(719) 583-6218 – Fax

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Letter of Promulgation

This Emergency Operations Plan is approved and is hereby ordered published and distributed.

Pueblo County

_____
Garrison Ortiz, Chairman
Board of Pueblo County Commissioners

City of Pueblo

_____
Nick Gradisar, Mayor
City of Pueblo

_____
Kirk M. Taylor, Sheriff
Pueblo County Sheriff's Office

Attest:

_____
Gilbert Ortiz, County Clerk
Pueblo County, Colorado

_____
Date

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Record of Changes

All changes are to be annotated on the master copy of the Pueblo County EOP. Should the change be significant in nature, updates will be made to applicable pages. If not, changes will be reviewed and incorporated into the EOP during the next scheduled update.

Date	Section	Page #	Change/Addition	EMAP Standard Met

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Preface

All levels of government have responsibility for emergency preparedness planning. Planning will reduce the vulnerability to injury and loss of life or property.

The Pueblo County EOP format aligns itself with the NRF by incorporating the NIMS and employing a functional approach to providing assistance to the whole community. ESFs are assigned to a lead agency with other departments serving in a supporting role. The lead agency will work with the Pueblo County Sheriff's Office Emergency Services Bureau (PCSO-ESB) – Office of EM in the development, coordination, and maintenance of appropriate ESFs, appendices, and annex(es), and for ensuring tasks are completed during emergency operations under the Federal Emergency Management Agency's (FEMA) Comprehensive EM concept. This integrates all available resources and increases the level of emergency preparedness.

Community leaders should demonstrate a commitment to the program to prevent, mitigate the consequences of, prepare for, respond to, maintain continuity during, and recover from incidents.

PREPAREDNESS - Any activity taken before an emergency that facilitates a coordinated response. Some elements of preparedness are as follow:

- Hazard analysis
- Risk analysis
- Identifying capabilities
- Identifying shortfalls
- Continuity of government
- EOC
- EOP(s)
- Emergency Alerting System(s)
- Alert/Warning system(s)
- Emergency communications
- Resource inventory
- Resource management
- Mutual aid agreements
- Training
- Information materials
- Tests/exercises
- Plan review/update

PROTECTION - Refers to those capabilities necessary to secure the homeland against acts of terrorism and human-made or natural disasters. Protection capabilities include, but are not limited to:

- Defense against Weapons of Mass Destruction (WMD) threats
- Critical infrastructure protection
- Nautical security
- Immigration security
- Defense of agriculture and food
- Protection of key leadership and events
- Transportation security
- Cybersecurity

MITIGATION - Any action taken to eliminate or reduce the degree of long-term risk to human life and property from natural and human-made hazards. Mitigation assumes that society is exposed to risks whether or not an emergency occurs. Mitigation efforts include, but are not limited to, the following:

- Hazard identification/analysis
- Statutes/ordinances

Risk mapping
Risk analysis
Research
Land use management
Floodplain management
Building codes
Monitoring/inspection
Disaster insurance
Tax incentives
Public education
Safety codes

RESPONSE - Any action taken immediately before, during, or directly after an emergency occurs to save lives, minimize damage to property, and enhance recovery. Examples of response are:

Alerting of EOC staff
Activation of emergency plans
Activation of warning systems
Activation of the EOC
On-scene control
Instructions to public
Activation of mutual aid agreements
Resource mobilization
Shelter/evacuation
Reception/care
Search and rescue
Recordkeeping

RECOVERY - Both short-term activities to return vital life-support systems to minimum operating standards and long-term activities designed to return life to normal or improved levels. Examples of recovery activities are as follow:

Public information
Crisis counseling
Debris clearance
Disaster assistance centers
Damage assessments
Decontamination
Disaster loans/grants
Unemployment assistance
Temporary housing
Audits
Reconstruction
Assess emergency plans

The components of EM are interrelated, with action on one often calling for subsequent action(s) on one, or all components.



Authority

This plan is (a) not an intergovernmental or inter-jurisdictional agreement; (b) does not, and is not intended to, modify the terms of any existing intergovernmental agreements; (c) does not limit or modify any political subdivision's authority as provided in House Bill 1283 transferring responsibilities from the CO-DHSEM or Colorado State Forest Service wildfire functions to the Department of Public Safety, was passed into law on June 4, 2012 upon signature by the Governor; (d) does not commit or constitute an agreement on behalf of any political subdivision to commit the political subdivision in the future to undertake any deployment of personnel or equipment or to contract for any equipment or materials in the event of an emergency or otherwise; (e) does not modify the provisions of **City Resolution No. 6923 or County Resolutions No. 08-203, and 09-129;** and (f) that it does not, and is not, intended to create any rights or impose any duties for the benefit of any person.

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Community Profile

Geography and Environment

Located in Southern Colorado, and bisected by Interstate 25, Pueblo County has served as a major transportation and trading center for more than 150 years.

One can characterize Pueblo's weather as mild and semi-arid with more than 300 days of sunshine annually. Precipitation, including both rain and snow, averages less than 12 inches, annually. The probability of measurable precipitation during the summer months is one day in four. In the winter months, it is one day in eight. Most of the precipitation arrives as scattered summer afternoon thundershowers. Temperatures are moderate throughout its four seasons. The daily high averages 67 degrees; the daily low average is 36 degrees. Of special note are the extreme daily temperature variations, especially during the summer months. Summer highs frequently reach into the '90s but prevailing northwesterly breezes result in nighttime temperatures 30 or more degrees cooler. Southwestern Pueblo County occupies a portion of the Wet Mountains. As the name implies, that area enjoys higher rates of precipitation and lower temperatures than the plains portion of Pueblo County.

Land and Development

An irregular square of about 54 miles in each direction, Pueblo County encompasses a geographically diverse land mass of 2,401 square miles. From an elevation of 4,662 feet in the City of Pueblo to 12,349 feet at Greenhorn Peak in the Wet Mountain Range, the County land area consists of high plains, dry prairie, and rich farmland to the east as well as mountainous terrain on the western boundary within the San Isabel National Forest. Major rivers and waterways in Pueblo County consist of the Arkansas River and Fountain Creek.

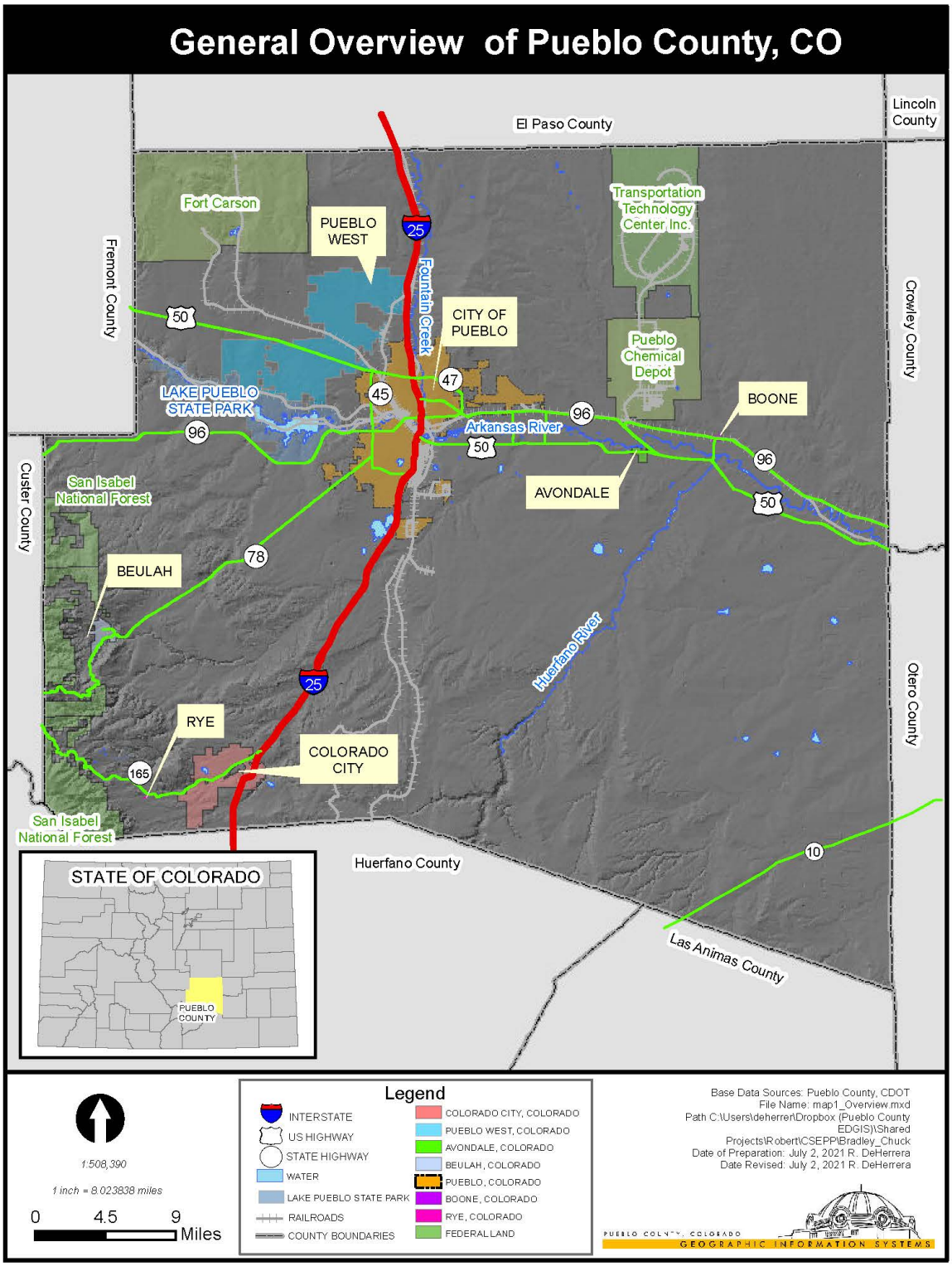
Jurisdictions, located within the County, include the **City of Pueblo, the towns of Boone and Rye; unincorporated communities of Avondale, North Avondale and Beulah; and metropolitan districts of Colorado City and Pueblo West**. These outlying communities vary from larger residential and commercial developments to the smaller, less populated mountain and agricultural communities.

Population

Pueblo County's 2021 total estimated population is 169,622. The City of Pueblo makes up approximately 2 percent of the land area but accounts for two-thirds of the County's population at 112,751 (as of 2020).

Vulnerable Population

Pueblo County is home to vulnerable populations who may need additional assistance, including children and families, individuals with disabilities, and others with access and functional needs. In Pueblo County, the vulnerable population includes patients from the Colorado Mental Health Institute at Pueblo (CMHIP) or Pueblo Regional Center (PRC) facilities for the developmentally disabled. In a disaster, those people who are more vulnerable to physical or emotional harm than most people. They may be physically or emotionally disabled or isolated from the community.


General Overview of Pueblo County, CO
El Paso County
Lincoln County
Fremont County
Crowley County
Custer County
Otero County
Huerfano County
Las Animas County
Fort Carson
PUEBLO WEST
Transportation Technology Center, Inc.
Fountain Creek
CITY OF PUEBLO
Pueblo Chemical Depot
LAKE PUEBLO STATE PARK
Arkansas River
BOONE
AVONDALE
San Isabel National Forest
BEULAH
Huerfano River
RYE
COLORADO CITY
San Isabel National Forest
STATE OF COLORADO
PUEBLO COUNTY
25
50
47
45
96
78
165
10
1:508,390
1 inch = 8.023838 miles
0 4.5 9 Miles
Legend
INTERSTATE
US HIGHWAY
STATE HIGHWAY
WATER
LAKE PUEBLO STATE PARK
RAILROADS
COUNTY BOUNDARIES
COLORADO CITY, COLORADO
PUEBLO WEST, COLORADO
AVONDALE, COLORADO
BEULAH, COLORADO
PUEBLO, COLORADO
BOONE, COLORADO
RYE, COLORADO
FEDERAL LAND
Base Data Sources: Pueblo County, CDOT
File Name: map1_Overview.mxd
Path C:\Users\deherrer\Dropbox (Pueblo County EDGIS)\Shared Projects\Robert\CSEPP\Bradley_Chuck
Date of Preparation: July 2, 2021 R. DeHerrera
Date Revised: July 2, 2021 R. DeHerrera
PUEBLO COUNTY, COLORADO
GEOGRAPHIC INFORMATION SYSTEMS

National Incident Management System (NIMS)

NIMS identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizing, equipping, training, and exercising needed to build and sustain the core capabilities in support of the *National Preparedness Goal*.

The ***National Preparedness Goal*** is a secure and resilient nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to and recover from the threats and hazards that pose the greatest risk. To achieve the Goal, existing preparedness networks and activities, such as NIMS, will be used to improve training and exercise programs, promote innovation, and ensure that the administrative, finance and logistics systems are in place to support these capabilities.

Incident Command System (ICS)

The Incident Command System (ICS) is a standardized, on-scene, all-hazards incident management approach that:

A. Allows for the integration of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

B. Enables a coordinated response among various jurisdictions and functional agencies, both public and private.

C. Establishes common processes for planning and managing resources.
ICS is flexible and can be used for incidents of any type, scope, and complexity. ICS allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents.

ICS can be used by all levels of government; ICS is also applicable across disciplines. It is typically structured to facilitate activities in five major functional areas: Command, Operations, Planning, Logistics, and Finance/Administration. All the functional areas may or may not be used based on the incident needs.

As a system, ICS is extremely useful; not only does it provide an organizational structure for incident management, but it also guides the process for planning, building, and adapting that structure.

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Basic Plan

Purpose

The purpose of the EOP is to:

A. Outline the process by which we may respond to hazards which threaten the City of Pueblo, the County of Pueblo, the Towns of Rye and Boone, the Pueblo West and Colorado City Metropolitan Districts, and the residents and guests of our community.

B. Describes the concept of operation for responses to disasters and delineates the roles and responsibilities of agencies or organizations expected to contribute to the protection of life and property.

C. Ensure a coordinated response by local, state, and federal governments using NIMS in managing emergencies or disasters to save lives, prevent injuries, protect property and the environment, and to return the affected area to a state of normalcy as quickly as possible.

D. Provide for the integration and coordination of volunteer agencies and private organizations involved in emergency response and relief efforts.

Situation

An emergency could develop at any time, at any location within the county, stemming from hazards that fall into two general categories:

A. Natural hazards including floods, fires, earthquakes, severe storms (e.g., snow, rain, hail, and tornado), drought, and major water supply or power failure.

B. Human-made hazards including transportation incidents involving hazardous materials, accidents involving hazardous materials stored at various facilities, major air and ground transportation accidents, civil disturbances, terrorists, or bomb threats, and conventional nuclear, biological, or chemical attack.

Assumptions

A. In the event of a significant emergency, the immediate response priority will be life safety, incident stabilization, and property conservation.

B. Warning time for emergencies and disasters will vary from little or none to days or weeks, depending on the type of hazard.

C. In the event of a disaster, local government officials, both elected and appointed, will execute all their responsibilities regarding public safety and protection of property including continuity of government, within the framework and in the manner prescribed by all applicable laws.

D. The possibility for many casualties, heavy damage to buildings and basic infrastructure, and the disruption of essential public services could overwhelm the capabilities of response and recovery agencies.

1. In such incidents, based upon local jurisdiction, the Board of County Commissioners and affected Towns and Cities within the County will declare an emergency or disaster.
2. The State, depending upon the size of the event, may also be overwhelmed and may seek assistance from other States and the Federal government.
3. The President of the United States may approve a major disaster declaration making available public and individual assistance.

E. Departments and organizations with emergency responsibilities will ensure that all personnel are properly trained, to include NIMS and ICS, are familiar with appropriate plans and procedures, and are prepared to execute those plans.

F. Departments and organizations with emergency responsibilities will coordinate emergency public information through participation in the Joint Information System (JIS) and use of a JIC.

G. Throughout this plan and its implementation, all agencies with a response/receiver role in a local disaster will plan for and respond with inclusive efforts towards individuals who have Communication, Medical, Independence, Supervision, and/or Transportation (CMIST) need(s).

H. State and federal assistance, as well as volunteer and private organizations, will be called upon to supplement local government resources, if needed.

I. There may be competition among residents and communities for scarce resources, and widespread power and communications outages may require the use of alternate methods of providing information and delivering essential services.

J. Emergency operations will be managed in accordance with the NIMS and the ICS.

Operational priorities

The following operational priorities are listed in order of importance. The operational demand that is highest on the list will prevail whenever demands for emergency assistance/requests for resources (personnel or equipment) conflict:

A. **Life:** Save and protect human lives.
   1. Locate and rescue those at risk.
   2. Treat the injured.
   3. Warn the public to avoid further casualties.
   4. Determine and enact protective actions for the population.
   5. Save animals – service and companion animals.

B. **Property: Protect Property.**

1. Save property from harm/destruction.
2. Take action to prevent further harm/loss.
3. Stabilize the incident.
4. Restore essential services/utilities.
5. Save animals – livestock.
6. Provide security for property, especially in evacuated areas.

C. **Environment: Protect the Environment.**

1. Contain the hazardous materials release.
2. Confine hazardous material releases to the smallest possible area.
3. Prevent runoff from entering streams, ponds, lakes, rivers, or sewers.
4. Save animals – wildlife.

D. **Recover: Recover and Restore the Community.**

1. Assist the affected population.
2. Complete damage assessments.
3. Establish temporary housing and transportation for employees.
4. Ensure access to businesses (such as debris clearance and road repair).
5. Ensure stable utility/transportation infrastructure.
6. Develop recovery policy guidance, structure, and plans.
7. Identify mitigation projects.
8. Ensure access to the workforce (available for work, proximity to housing, grocery stores, pharmacies, and other businesses).
9. Ensure adequate support institutions are operational (like schools, daycares, houses of worship, parks, medical care) to support workforce and families.
10. Restore beautification programs and promote the welfare of the community.

Desired end-state

The affected area and community are returned to an enduring state where the population is protected; the incident is stabilized and poses no additional threat, and restoration or recovery is underway or complete.

Concept of Operations

General:

A. Emergency response functions will parallel the normal operations of local government agencies. Depending upon the nature and magnitude of the disaster, non-essential services provided by local government agencies or other response/receiver organizations, may be suspended for the duration of the emergency and recovery period to use limited resources for emergency tasks.

B. If an emergency occurs, local agencies will respond initially. City, town, district, and county personnel may be called upon to perform functions that are not part of their daily routine.

C. Except for routine state assistance, requests by the Pueblo County EOC for state or federal assistance must go through the CO-DHSEM.

D. The Policy Group, comprised of town, city, metropolitan district representatives, county directors, and elected officials shall cooperate as the governing bodies of each of those political subdivisions deems appropriate. Each Policy Group member, as authorized by law, can make policy decisions and commitments of resources necessary to execute comprehensive emergency management.

E. The EOC staff will assemble by the decision of the Sheriff; County Commissioners; Mayor; Police or Fire Chief or their designee. The EOC staffing level will be tailored to meet the needs of the specific emergency.

F. An analysis of the major hazards facing Pueblo County is provided in the Hazard Analysis section of this document.

G. The Local EOP is organized into ESFs to facilitate response to disasters. Pueblo County activates the EOC based upon levels of activation that resemble National Disaster Levels. See Appendix 11, ESF Matrix outlying responsibilities.

Specific:

A. Upon request of an authorized individual, the EOC may be opened to support field agencies (see the EOC Activation and Operations, Appendix 1). A JIC may be opened to facilitate emergency public information (see ESF 15).

B. Pueblo County's disaster response will generally be conducted in three operational phases: Readiness, Response, Recovery.

C. The PCSO-ESB Chief, or designee, is the staff advisor to the Policy Group. The EM Coordinator, Chemical Stockpile Emergency Preparedness Program (CSEPP) Coordinator, PCSO-ESB Captain, or their designee, shall act as the EOC Coordinator. The EOC Coordinator and EOC staff will ensure maps, information, and data are reasonably current. The EOC will be staffed according to the needs of the incident and organized by ESFs.

D. Everyone within the EOC should maintain a log of actions taken or directed, and any other information of operational nature or value in establishing the cost or settling claims following the conclusion of the disaster.

Continuity of Government

General:

Continuity of government will be maintained through:

A. The utilization of all available resources and workforce.

B. The pre-identification and orientation of alternates to key officials, both appointed and elected.

C. The selection and preparation of an alternate site for government operations (alternate EOC).

D. Officials assigned as action officers in the EOC will designate alternates in their Standard Operations Procedures. To the extent possible, officials will designate alternates, at least two staff members deep, to accommodate 24-hour operations and unavoidable absenteeism.

E. All city/county personnel will support efforts to maintain civil government and will assist moving the seat of government to an alternate location if necessary.

Lines of Succession:

A. Pueblo County.

The following line of succession for continuity of government in the event of a local disaster in Pueblo County shall be exercised:

1. The Board of County Commissioners of Pueblo County
2. The Chairperson of the Board of County Commissioners of Pueblo County
3. Any other member of the Board of County Commissioners of Pueblo County
4. County Manager
5. The Sheriff or their designee

B. City of Pueblo.

The following line of succession for continuity of government in the event of a local disaster in the City of Pueblo shall be exercised:

1. Legislative matters: The City Council, then a majority of the City Council, then the President of the City Council.
2. Executive matters: The Mayor, then the Deputy Mayor designated by the Mayor, then the Chief of Staff, then a committee composed of any two or more of the following: Director of Public Works, Director of Finance, City Attorney, and the Director of Public Affairs; to conduct City business and exercise the necessary

authority on behalf of the City in accordance with the Charter and Ordinances of the City of Pueblo.

3. Judicial matters: the presiding municipal judge, then the part-time municipal judge appointed by the City Council.

C. Colorado City Metropolitan District.
    1. Administrator
    2. Superintendent of Public Works
    3. Chairman of the Board of Directors

D. Pueblo West Metropolitan District.
    1. District Manager
    2. President of the Board
    3. Secretary of the Board
    4. Treasurer of the Board
    5. Board members

E. Town of Rye.
    1. Mayor
    2. Board members

F. Town of Boone.
    1. Mayor
    2. Board members
    3. Fire Chief

G. EOC Coordinator.
    1. PCSO EM Coordinator
    2. PCSO CSEPP Coordinator (for incidents at Pueblo Chemical Depot (PCD)
    3. Pueblo County Sheriff's Office, Emergency Services Bureau Captain
    4. Pueblo County Sheriff's Office, Emergency Services Bureau Chief, or assigned designee

Preservation of Incident Records:

All participating agencies with responsibility in emergency response and recovery will have established procedures regarding the preservation of essential records, files, and reference documents relating to their role in response and recovery operations.

Delegation of Authority:

A. Should the emergency exhaust local resources, officials may utilize a Delegation of Authority, assigning specific responsibilities to another qualified entity.

B. The purpose of the Delegation of Authority is to authorize the management of the incident based upon the objectives provided by the Requesting Agency (i.e., legal command and incident decision authority) to the recipient of the delegation Control, and Management of the incident will be by prescribed instructions and limitations. See Sample Delegation at the end of the Basic Plan.

Pre-delegation of Authority:

The City of Pueblo has by ordinance (see Chapter 5 of Title XI of 1971 Code of Ordinances of the City of Pueblo, as amended) and by **Resolution No. 6923**, prescribed procedures and authorized the Mayor to take certain actions in the event of civil emergencies. The County has, by **Resolutions No. 08-203**, **09-192,** and all amendments thereto prescribed the County's policy about emergency preparedness and designated certain authorities thereunder. Actions taken by City or County under these provisions will be undertaken in a manner which is also consistent with all applicable law.

Emergency Declaration:

Any emergency declaration will be given prompt and general publicity and will be filed with the CO-DHSEM by the Pueblo County Sheriff's Office Emergency Services Bureau. CO-DHSEM will notify the Office of the Governor.

Pueblo County EOC:

The primary EOC has been designated at the Emergency Services Center and will be utilized to facilitate disaster operations.

Alternate EOC:

The decision to move the Pueblo EOC to an alternate site will be made by the Policy Group after consideration of recommendations by the PCSO-ESB Chief, or their designee.

Protection of Government Resources, Facilities, and Personnel:

The Policy Group, upon recommendation from the PCSO-ESB Chief and other officials, will take those actions necessary to protect resources, facilities, and personnel.

Organization and Responsibilities

General Organization

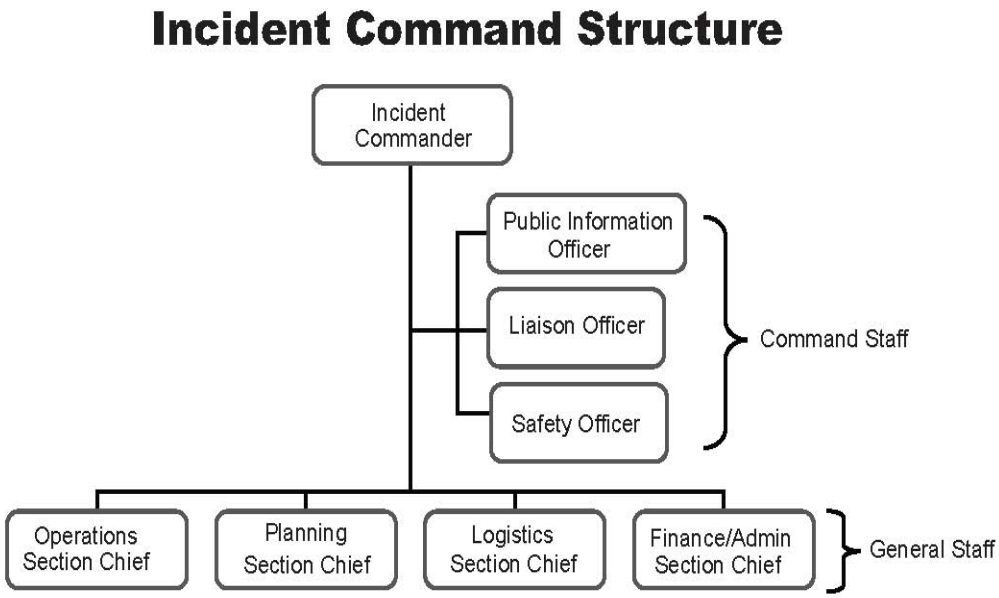
All incidents will be organized using the NIMS and the Incident Command (IC) Structure. This includes activities that occur at the incident scene and those that occur in the EOC. Likely, the incident will start in the field, and an Incident Command Post (ICP) will be established. As the incident expands and resource requirements escalate, the EOC will open and provide support to the ICP. Depending upon the type, location, and duration of the incident, agency jurisdiction may transfer authority for the incident pursuant to a Delegation of Authority.

All departments and agencies within local government and outside agencies which have emergency functions will develop and maintain standard operating procedures that support the Pueblo County Emergency Operation Plan. Specific responsibilities and tasks are outlined in the ESFs and appendices to this plan.

Field Organization

A. Incident Command.

Incident Command will be established by the first arriving units in the field. An IC assumes command of the scene and assigns positions within the Incident Command System (ICS) as the incident evolves. The basic Command and General staff structure are as follows:

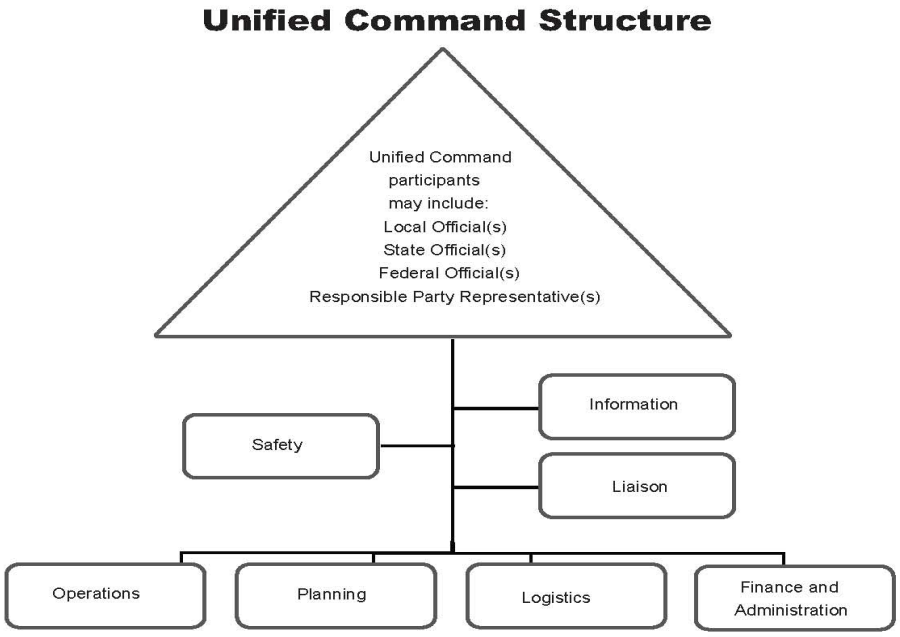


The ICS structure may be expanded to include Branches and Divisions, as needed. An Intelligence Officer may also be added to the Command Staff. Depending upon the complexity of the incident, a written Incident Action Plan may be necessary.

The IC oversees the overall management of the incident and must be fully qualified to manage the incident.

B. Unified Command (UC).

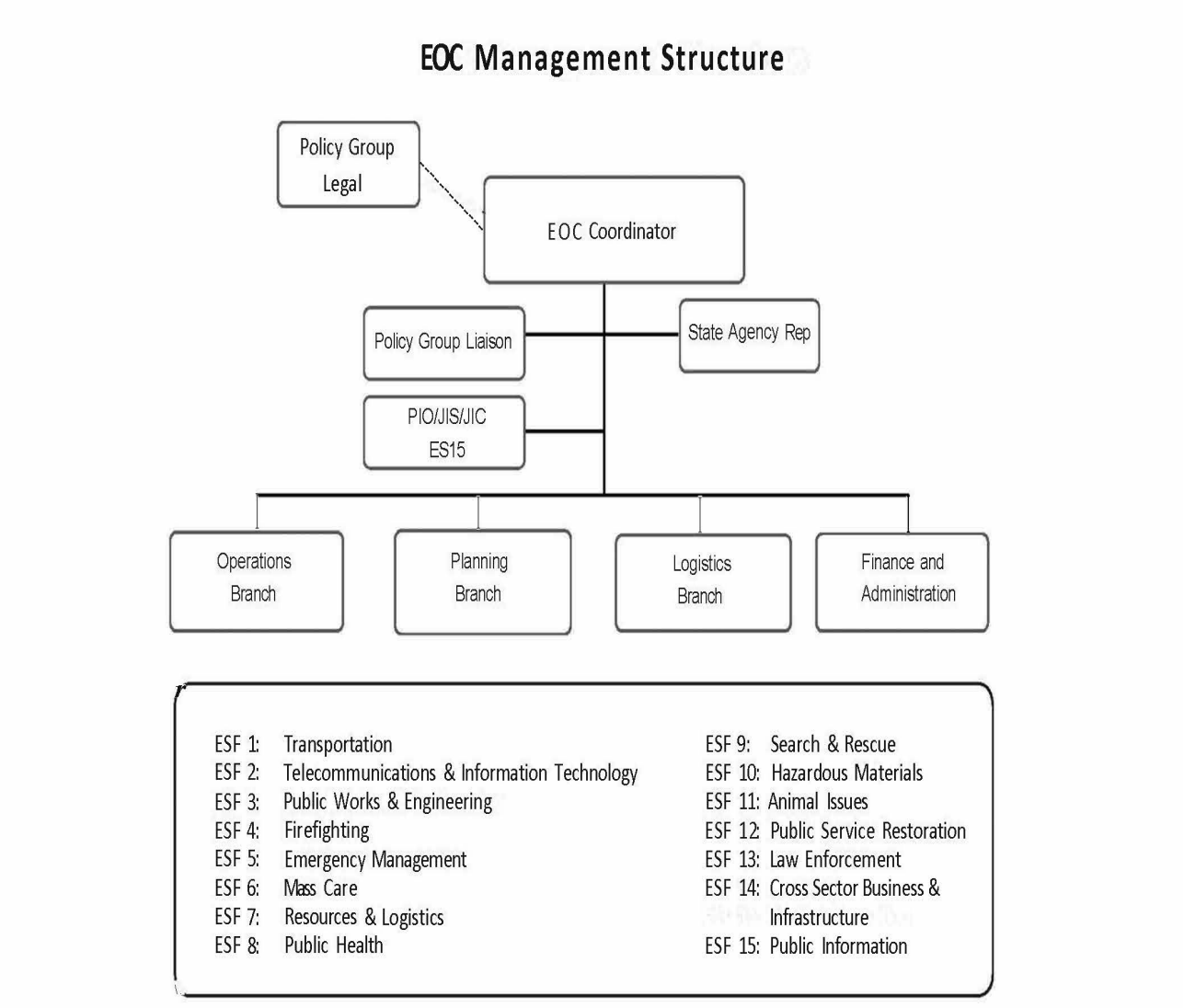
An ICS may be expanded to include UC for complex responses, which often require multi-agency resources. When it becomes necessary to establish a UC, the UC replaces the IC function and becomes an essential component of an ICS. The UC provides the organizational management tool to facilitate and coordinate the effective involvement of the various agencies; it creates the link between the organizations responding to the incident; and provides a forum for these agencies to make decisions collaboratively. The UC is responsible for filling each of the major management responsibilities of the ICS referenced above.



Structure

The EOC Coordinator has wide authority to establish and maintain a structure within the EOC that best meets the needs and resource management capabilities of the Incident Commander. In addition to supporting the IC/UC, another role of the EOC Coordinator is providing information to the agency having jurisdiction via its Principal Executive Officer or the Policy Group. ESFs will be assigned under branches as the need determines. During an EOC activation, the agencies listed below may be contacted depending on the severity, geographic area, and nature of the disaster.

Amateur Radio Emergency Services	Pueblo City Public Works
American Medical Response	Pueblo City Purchasing
American Red Cross	Pueblo City Stormwater
Beulah Fire Protection & Ambulance District	Pueblo City Transit
Black Hills Energy	Pueblo City Wastewater
BNSF Railroad	Pueblo Community College
Civil Air Patrol	Pueblo Community Health Center
Colorado City Metro District	Pueblo Conservancy District
Colorado Department of Corrections	Pueblo County Assessor
Colorado Department of Human Services	Pueblo County Attorney
Colorado Department of Local Affairs	Pueblo County Clerk/Recorder
Colorado Department of Public Health & Environment	Pueblo County Commissioners
Colorado Department of Transportation	Pueblo County Communications Center
Colorado Div. Fire Portection	Pueblo County Coroner
Colorado Div. of Homeland Security & Emergency Management	Pueblo County Facilities
Colorado Division of Water Resources Office 2	Pueblo County Fleet Management
Colorado Information Analysis Center	Pueblo County GIS & Economic Development
Colorado Interstate Gas	Pueblo County Human Resources
Colorado Mental Health Institute of Pueblo	Pueblo County Human Services
Colorado Parks & Wildlife	Pueblo County Information Technology
Colorado State Fairgrounds	Pueblo County Manager
Colorado State Forest Service	Pueblo County Office of Budget & Finance
Colorado State Patrol	Pueblo County Planning & Development
Colorado State University Pueblo	Pueblo County Public Works
Community Animal Response Team (CART)	Pueblo County Purchasing
District Attorney	Pueblo County Sheriff's Office
Federal Emergency Management Agency Region VIII	Pueblo County Surveyor
Fountain Creek Watershed District	Pueblo County Treasurer
Greater Pueblo Chamber of Commerce	Pueblo Department of Public Health & Environment
Health Solutions	Pueblo Municpal Court
Humane Society of the Pikes Peak Region	Pueblo Regional Building Department
Local Emergency Planning Committee	Pueblo Rural Fire Department
Local News Media	Pueblo West Fire Department
Local Telecommunications Service Providers	Pueblo West Metro District
Lower Arkansas Conservancy District	Rye Fire Protection District
National Weather Service	Rye Telephone Company
Parkview Medical Center	Salvation Army
Pueblo Area Agency on Aging	San Isabel Electric
Pueblo Chemical Depot	School District #70
Pueblo City Attorney	School District 60
Pueblo City Aviation	Senior Resource Development Agency
Pueblo City Board of Water Works	Southern Colorado Volunteers After Disaster
Pueblo City Clerk	St. Charles Mesa Water Association
Pueblo City Communications Center	St. Mary Corwin Medical Center
Pueblo City Council	Town of Boone
Pueblo City Finance	Town of Boone Fire
Pueblo City Fire	Town of Rye
Pueblo City Fleet Maintenance	Transportation Technology Center/Fire Department
Pueblo City Housing & Citizen Services	U.S. Bureau of Reclamation
Pueblo City Human Resources	Union Pacific Railroad
Pueblo City Mayor	USDA Forest Service
Pueblo City Parks & Recreation	Veterans Affairs Medical Center
Pueblo City Planning & Community Develpment	West Park Fire Department
Pueblo City Police Department	Xcel Energy
Pueblo City Public Affairs	



Multi-Agency Coordination (MAC) Group

The MAC Group is comprised of policy-making officials from:

- Board of County Commissioners (or their designated representative)
- Sheriff
- Pueblo City Mayor (if jurisdiction is involved or mutual aid is needed)
- Rye Mayor (if jurisdiction is involved or mutual aid is needed)
- Colorado City representative member (if jurisdiction is involved or mutual aid is needed)
- Boone Mayor (if jurisdiction is involved or mutual aid is needed)
- Pueblo West representative member (if jurisdiction is involved or mutual aid is needed)
- Others as needed

Moreover, the MAC Group will:

A. Monitor operations of metropolitan district, town, city and/or county departments and agencies during all phases of the disaster.

B. Monitor execution of the Pueblo County EOP and any applicable mutual aid agreements.

C. Issue public proclamations on emergency matters.

D. Implement policy decisions and commit resources for their jurisdictions, within the framework, and in the manner prescribed by all applicable law.

E. Issue a local disaster declaration for Pueblo County when appropriate. The declaration will be signed by the Chairperson of the Board of County Commissioners, senior Commissioner, or their representative in attendance at the EOC.

F. Provide for preparedness and planning requirements, i.e., succession, pre-delegation of emergency authority, EOC, alternate EOC, emergency action steps, and protection of the government, resources, personnel, and facilities associated with Continuity of Government (COG) responsibilities.

G. Assist in the provision of accurate and coordinated emergency public information through participation in the JIS and use of a JIC, i.e., participate with media briefings, as needed; provide information from the MAC Group for release information through the JIC, and authorize news releases for evacuation decisions.

Directors, Managers, Chiefs

Directors, Manager, Chiefs, and other responsible parties will:

A. Prepare and maintain Standard Operating Procedures (SOP) for their respective departments and agencies.

B. Identify functions to be performed in the time of emergency and assign operational responsibility.

C. Provide a staff member liaison to the EOC.

D. Report events and activities to the EOC.

E. Assist in the provision of accurate and coordinated emergency public information through participation in the JIS and use of a JIC.

Pueblo County Sheriff's Office, Emergency Services Bureau Chief

The Pueblo County Sheriff's Office Emergency Services Bureau Chief, or designee, will:

A. Act as staff advisor to the Policy Group.

B. Act as EOC Coordinator, if needed.

C. Activate a portion, or all, of the Emergency Operations Center.

D. Keep the Policy Group appraised of readiness of the community to respond to emergencies.

E. Be authorized to implement Emergency Funds according to County Resolution #00-224, in the event the Board of County Commissioners or the Sheriff is unavailable to approve such expenditures.

F. Conduct Resource Ordering as described in ESF 7 Logistics Management and Resource Support, and comply with resource management as outline in Authorities, Agreements, References and Policies, page 18.

G. Coordinate the preparation of after-action reports for any EOC activation.

EOC Coordinator

The EOC Coordinator will:

A. Act as coordinating staff advisor to the PCSO-ESB Chief.

B. Support the IC as needed with disaster planning, and coordination with the community's emergency response organizations, area industrial installations, public utilities, welfare agencies, and adjacent jurisdiction EM coordinators; facilitate integrated emergency response and recovery.

C. Support the Emergency Alert System (EAS) and other public alerting systems. Coordinate with the JIS/JIC and Public Information Officer (PIO) to encourage local media cooperation in a disaster.

D. Keep the CO-DHSEM informed of the potential or actual emergency and progress of response.

E. Coordinate use of the ARES.

F. Prepare an after-action report for any EOC activation or declared disaster.

Law Enforcement agencies

Law Enforcement agencies will:

A. Establish and maintain law and order.

B. Assist in warning the public regarding the nature of the emergency or disaster.

C. Provide staff liaison to the Pueblo County EOC or maintain contact with the EOC.

D. Coordinate search and rescue activities within PCSO.

E. Coordinate aircraft and aviation support services, as required with the PCSO.

F. Coordinate law enforcement using the NIMS.

G. Designate and secure evacuation routes to include traffic control points and roadblocks.

H. Provide security for evacuated areas; to include areas accommodating evacuees, such as reception centers and emergency shelters.

Public Works Departments, Transportation Departments, Metropolitan Districts and Utility Companies

Public Works Departments, Transportation Departments, Metropolitan Districts, and Utility Companies should:

A. Assist in facilities protection and coordinate emergency repairs to public buildings, roads, hospitals, utilities, and other essential facilities; recommend priorities for the repair of damage.

B. Assist in damage assessment.

C. Ensure clearance of critical thoroughfares.

D. Provide available emergency traffic control equipment such as barricades and street flares.

E. Conduct or oversee emergency shutdown of utilities to prevent damage; monitor condition of sewage, electrical, gas and water distribution systems; determine emergency sources of electricity, gas, and potable water.

F. Conduct or coordinate debris removal and disposal.

Fire Protection Districts or Departments

Fire Protection Districts or Departments will:

A. Coordinate fire operations using the NIMS.

B. Provide staff liaison to the EOC or maintain contact with the EOC.

C. Conduct all regularly assigned functions relating to fire prevention and control to minimize loss of life and property due to fire, both structural and wildfire, within their districts and assist with mutual aid when possible.

D. Assist in various technical rescue operations, as required.

E. Assist in warning the public of impending danger, and, as necessary, evacuating potential danger areas and providing fire security in evacuated areas as needed.

F. Provide available emergency equipment to assist with traffic control.

Public Information Officer(s) (PIO)

PIOs will:

A. Advise the MAC Group and local authorities on public information matters.

B. Act as liaison with the news media for dissemination of information and coordinate news conferences when appropriate.

C. Maintain and operate a citizen's inquiry center through the JIC.

D. Facilitate Very Important Person (VIP) and Media tours of the scene or other relevant sites related to the incident.

E. Prepare and distribute emergency public information material.

F. Prepare news releases, maps, and other graphics during emergencies.

G. Organize community meetings and briefings directly to the communities impacted by the event.

Pueblo Department of Public Health and Environment

Pueblo Department of Public Health and Environment will:

A. Coordinate all medical and public health and environmental services for disaster operations.

B. Activate the BH Plan, as needed.

C. Activate the Mass Fatality Plan, as needed.

D. Advise the Policy Group on all public health, medical, and environmental matters.

E. Coordinate support for inoculations, water purification, insect and rodent control, and other necessary health protection measures.

F. Evaluate and recommend methods for the disposal of contaminated food and animal carcasses.

G. Identify residents with health problems that require special equipment or assistance in the event of an evacuation.

H. Plan, provide, and supervise nursing services, as needed.

I. Identify sites for debris disposal and oversee their use.

Public Transit Departments

Public Transit Departments will:

A. Coordinate and provide transportation resources required; locate staging and rest areas.

B. Facilitate the evacuation of special populations such as the disabled, infirm, elderly, and handicapped in nursing homes, retirement homes, emergency shelters, jail, group homes, institutions, residences, and other places.

Department of Human Services

The Department of Human Services will:

A. Maintain ongoing assistance programs, such as food stamps, Low Energy Assistance Program, Aid to Dependent Children, Social Security Income, Aid to Needy and Disabled, and Old Age Pension.

B. Coordinate with volunteer agencies and religious organizations to provide food, counseling, clothing, heat, occupational needs, furniture, emergency location services, and housing.

C. Implement an Individual/Family Grant program following a Presidential-declared disaster.

Pueblo County Coroner

The Pueblo County Coroner and staff will:

A. Conduct an initial evaluation of the scene(s) to determine equipment needs.

B. Coordinate scene security with Law Enforcement for body recovery.

C. Establish morgue operations.

The Pueblo County Treasurer, Pueblo City Finance, Pueblo County Office of Budget and Finance, and other entity finance offices

The Pueblo County Treasurer, City Finance Department(s), Pueblo County Office of Budget and Finance, as well as other entity finances offices will establish and maintain an incident record of their agency's costs related to response and recovery efforts.

Pueblo Regional Building

Pueblo Regional Building will conduct incident damage assessments.

Pueblo County Assessor

The Pueblo County Assessor will assist in damage assessments.

Pueblo City and County Planning Departments

Responsible for enforcement of the Pueblo County Code. Enforcement activities range from determining the permissibility of a specific use within a given zone district to pursuit of violations of zoning regulations through the Board of County Commissioners and ultimately District Court.

The Pueblo City and County Planning Departments will coordinate damage assessment reporting and recommend courses of actions to reduce community vulnerability and assist the Pueblo Department of Public Health and Environment in the selection of debris disposal sites.

Pueblo County Office of Economic Development and Geographic Information Systems (EDGIS)

GIS will:

Provide the Incident Command Post or the Emergency Operations Center with all maps requested during and after an emergency or disaster. They will also provide support services as needed throughout the incident, including but not limited to:

- Providing scanning and printing services during the duration of the incident
- Coordination of data acquisition from adjacent counties and other agencies
- Upload and download GPS waypoints and tracks
- Digitize paper maps and provide large format printing
- Create databases as needed by the Command and General Staff

School Districts

School Districts will:

A. Safeguard pupils and school personnel.

B. Coordinate with American Red Cross (ARC) for feeding and housing displaced persons.

C. Plan for protective actions for the school population, which include evacuation and reunification and sheltering-in-place and adequate provisions.

ARC

ARC will:

A. Coordinate and operate mass care operations to include sheltering of persons made homeless due to disaster.

B. Establish and facilitate mass feeding for victims and disaster workers.

C. Ensure access, as needed, to basic health and mental health services for the victims within the shelters.

D. If necessary, participate in damage assessment of residential areas.

E. Receive and process in-bound disaster inquires.

F. Assist in locating missing persons.

The Salvation Army (TSA)

TSA will:

A. Coordinate with ARC for mass feeding and sheltering to victims and workers.

B. Coordinate distribution centers for food, clothing, furniture and other supplies, as needed.

C. Provide spiritual counseling and conduct religious services during the disaster.

Amateur Radio Emergency Services (ARES)

ARES will:

A. Establish communications at the Pueblo County EOC or other sites, as requested.

B. Assist with, and provide backup for, overall communications, as well as health and wellbeing messages.

Other Emergency Services Agencies

A. Clergy will prepare religious activities for victims or others involved in an emergency or disaster.

B. Agencies such as REACT, 2-1-1, Spanish Peaks Mental Health, Colorado Search and Rescue Board or other organizations, private agencies and local groups may address emergency needs of victims at the guidance of the Pueblo County EOC.

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Authorities, Agreements, Policies an

Authority	Laws, Bills, Statues, Resolutions, Ordinances, Policies
Federal	Federal Civil Defense Act of 1950 (Public Law 81-920 as amended)
	The Robert T. Stafford Disaster Relief Act (Public Law 93-288 as amended August
	The Disaster Mitigation Act of 2000 (Public Law 106-390)
	Homeland Security Presidential Directive, HSPD-5: Management of Domestic *Incidents*
	Presidential Policy Directive, PPD-8: National Preparedness
	National Prevention Framework (2nd ed.), 2016
	National Protection Framework (2nd ed.), 2016
	National Mitigation Framework (2nd ed.), 2016
	National Response Framework (NRF), (4th ed.), 2019
	National Disaster Recovery Framework, 2011 (NDRF), (2nd ed.), 2016
	National Incident Management System (NIMS), (3rd ed.), 2017
	Comprehensive Preparedness Guide (CPG) 101, 2.0, FEMA, 2010 - Developing and
	Maintaining Emergency Operations Plans
	Americans with Disabilities Act, 1990 and as Amended in 2008
	Plain Writing Act, 2010
State	Colorado Disaster Emergency Act, Colorado Revised Statue (CRS) 24-33.5-700 series.
	Colorado State Emergency Operations Plan
	Executive Order D 011 04, National Incident Management System
Pueblo County	Resolution No. 00-224 – Emergency Funding Authorization $25,000 per Incident
	Resolution No. 05-252 – Adopting the NIMS
	Resolution No. 08-203 – Reorganization of Emergency Management as the Bureau of Emergency Services to be operated under the direction and control of the Pueblo County Sheriff
	Resolution No. 09-129 – Amending No. 08-203 Appointing Emergency Services
	Resolution No. 14-28 – Approving Revised Update of the 2014 Pueblo County Emergency Operations Plan
	Pueblo County Purchasing Policy dated September 27, 2005, approved by Board of County Commissioners Resolution 05-244 and amendments Resolution 17-112
	Memorandum of Understanding Between Pueblo Chemical Depot and Pueblo County 2020
	Resolution No. 20-294 – Mutual Aid Agreement for Fire Protection and Other Emergency Services Asssitance Betweeen Pueblo County Public Safety Entitties and Puieblo County
	2021 Pueblo County Operating Plan – (Pueblo County, Colorado Division of Fire Prevention and Control, USDA Forest Service Rocky Mountain Region, and USDI Colorado Bureau of Land Management)
	Resolution 21-171 – Intergovernment Agreement for Wildfire Mitigation and Supression Planning between Pueblo County (PCSO) and Colorado Springs (Colorado Springs Utilities)
	Resolution 21-172 – Intergovernment Agreement for Fire Protection and incident Response Services Betweeen Pueblo County on Behalf of the Pueblo County Sheriff's Office and Colorado Springs on Behalf of Colorado Springs Utilities and Utilities' Catamount Wildland Fire Team
	Pueblo County BOCC is the authority to entire into agreements, contracts or understandings per C.R.S. 30-11-107, C.R.S. 29-1-201 and Article XIV, Section 18(2)(a) and (b) of the Colorado Constitution, and Pueblo County Resolution 97-477
City of Pueblo	Resolution No. 6923 – Designating a local disaster agency
Pueblo West Metro District	When published during a Declaration/Emergency
Colorado City Metro District	When published during a Declaration/Emergency
Town of Rye	When published during a Declaration/Emergency
Town of Boone	When published during a Declaration/Emergency

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Hazard Analysis

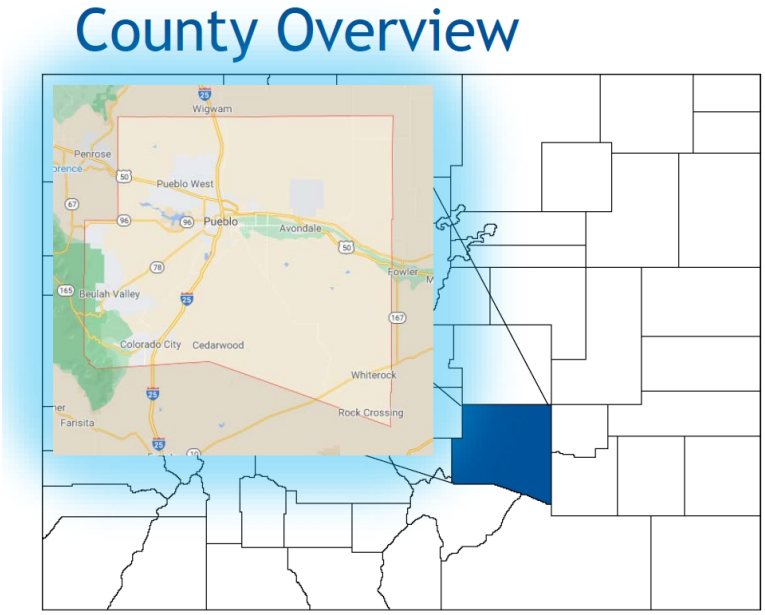
Background

Since 1953 Pueblo County has 18 Federal and State disaster declarations[1]. Pre-1953 the most historic disaster was the 1921 flood on the Arkansas River resulted in 19 million dollars of property damage (in 1921 dollars). The number of known deaths was 120, and the number not accounted for was 142. Post 1953 the ongoing disaster declarations for the Coronavirus (COVID-19) pandemic is the most significant disaster. Currently the impact on the economy, and education system is stilled being measured; however, the death toll from 13 March 2020 until 1 June 2021 was 396 without an end in sight.

Pueblo County Colorado Emergency Preparedness Assessment

In September of 2020, Pueblo County conducted the pilot of the Colorado Emergency Preparedness Assessment (CEPA)[2] with CO-DHSEM, our stakeholders, and partners. The Pueblo County CEPA is broad assessment of core capability delivery during any emergency. The CEPA is designed for counties across the State to assess risk and capabilities, identify resource gaps, understand grant reliance, response capacity, key resource inventory, and help develop strategies to improve preparedness. The Pueblo County CEPA will be updated in September 2023.

Pueblo County Overview



General Information	
Population	168,424
Square Miles	2389
Localities	11
Federally Declared Disasters	2
Response Agencies	
Law Enforcement Agencies	2
Paid Employees	635
Fire Departments (volunteer FD)	5 (4)
Paid Employees	242
Volunteers	126
Combination Employees	0
EMS Transport Providers	3
Paid Employees	92
Volunteers	24
Total Number of Response Agencies	14
Additional Information	
# of Hospitals	2
# of Congregate Housing Facilities	40
# of Colleges/Universities/Schools	54

[1] See https://www.fema.gov/data-visualization/disaster-declarations-states-and-counties
[2] See https://dhsem.colorado.gov/emergency-management/colorado-emergency-preparedness-assessment-cepa

Geography/Topography

Pueblo County is in Southern Colorado and bisected by Interstate 25, the state's major growth corridor, the county has served as a major transportation and trading center for more than 150 years. One can characterize Pueblo's weather as mild and semi-arid with more than 300 days of sunshine annually. Precipitation, including both rain and snow, averages less than 12 inches annually, except in the southwest portion where it can be twice that amount. The probability of measurable precipitation during the summer months is one day out of four. In the winter months, it is one day out of eight. Temperatures are moderate throughout its four seasons. Summer highs frequently reach into the 90s, but prevailing northwesterly breezes result in nighttime temperatures 30 or more degrees cooler. Southwestern Pueblo County occupies a portion of the Wet Mountains. As the name implies, that area enjoys higher rates of precipitation and lower temperatures than the plains portion of Pueblo County.

Demographic/Population Centers

Avondale, Beulah, Blende, Boone, Colorado City, Pinon, Pueblo, Pueblo West, Rye, Salt Creek, Vineland

Major Industries (Economic Drivers) and Notable Infrastructure

The largest industries in Pueblo County are Parkview Hospital, Pueblo County Government, Pueblo Chemical Depot (DoD), EVRAZ Rocky Mountain Steel, C.S. Wind, Trane, District 60 and District 70, St. Mary-Corwin Medical Center, Colorado Institute of Mental Health, Loaf'n Jug, Walmart Inc., and Convergys

Mass Gathering/Special Events

State Fair and associated activities, Pueblo Chile and Frijole Festival, Colorado State University (CSU) Pueblo Football, Cinco De Mayo, high school sports at Dutch Clark Stadium, Pueblo Reservoir, Bell & Cannon High School football games

CEPA Summary

Pueblo County is susceptible to a variety of natural, accidental/technological, and man-made/intentional hazards. Based on the likelihood and consequence analysis, the hazards posing the most risk include:

- Wildfire
- Drought
- Hazardous Material Release
- Cyber Attack
- Extreme Temperature
- Hail
- Landslides/Mud/Debris Flows and Rock Falls
- Severe Wind

- Thunderstorms and Lightning

Pueblo County subject matter experts examined the threats and hazards in the State Hazard Mitigation Plan and determined that for Pueblo County:

- One (1) of the risks and hazards were assessed as Very High
- Two (2) of the risks and hazards were assessed as High
- Ten (10) of the risks and hazards were assessed as Medium
- Thirteen (13) of the risks and hazards were assessed as Low
- Eight (8) of the risks and hazards were assessed as Very Low

Pueblo County subject matter experts assessed the 32 FEMA core capabilities and determined the following results:

- Twelve (12) of the core capabilities were assessed as Very High
- Thirteen (13) of the core capabilities were assessed as High
- Four (4) of the core capabilities were assessed as Medium
- Three (3) of the core capabilities were assessed as Low

Pueblo County identified twelve (12) core capabilities that were assessed as very high capability, Access Control and Identify Verification, Fire Management and Suppression, On-Scene Security & Protection, Public Information and Warning, Cybersecurity, Interdiction and Disruption, Operational Coordination, Situational Assessment, Environmental Response/Health and Safety, Forensics and Attribution, Operational Communication, and Threats and Hazard Identification.

The county identified seven (7) core capabilities to prioritize for enhancement: Risk Management for Protection Programs and Activities, Natural and Cultural Resources, Screening, Search, and Detection, Long-term Vulnerability Reduction, Logistics and Supply Chain Management, Economic Recovery, and Risk-disaster Resilience Assessment.

The county determined how reliant it is on federal and/or state grants to support each of the 32 capabilities examined. The following are the results:

- One (1) of the capabilities were Entirely reliant on grant funding
- Ten (10) of the capabilities were Mostly reliant on grant funding
- Thirteen (13) of the capabilities were Somewhat reliant on grant funding
- Eight (8) of the capabilities were Not at All reliant on grant funding

Based on previous experience and pre-established plans and protocols for major incidents, Pueblo County may request outside assistance almost immediately in the following areas: very large air tanker/large air tanker (VLAT/LAT) support, Heli-Tac, helicopter with hoist capability, wildland fire hand crews, heavy semi-truck rescue capabilities on interstate, and structural collapse recovery teams.

There are a variety of response resources within the county and a significant capability in most areas. The county also has strong regional partnerships and well-developed capabilities associated with traditional first responder, law enforcement, fire and incident response functions.

There are several strengths/best practices within the county to include: the county completed an Integrated Preparedness Planning Workshop (IPPW) with stakeholders and added equipment to enhance common operating picture for the EOC (e.g., cameras and audio/visual equipment). Pueblo County mentioned it has a strong, well synchronized risk communications network (RCN) and well-trained GIS personnel. The county updated its Multiple Casualty Incident (MCI) plan and re-distributed equipment and apparatus. The county identified grant funded FEMA hazardous material training for responders at the Security and Emergency Response Training Center (SERTC). Pueblo County stated it has a robust Information technology (IT) policy and in the city, their IT personnel are highly trained and qualified.

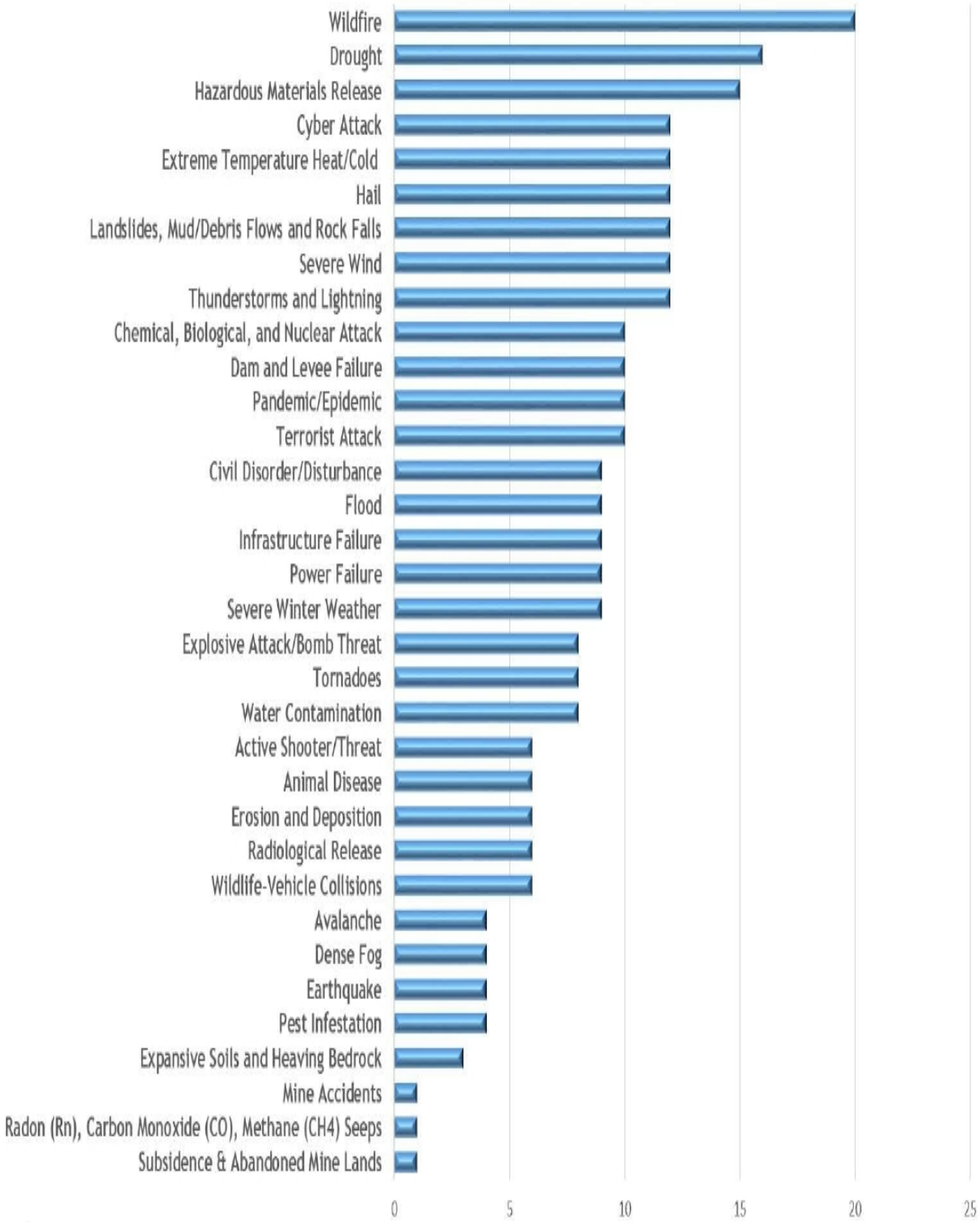
Additional focus and attention: addressing the challenges of long-term effect on the economy from the COVID-19 pandemic, budget reductions due to lost revenue, and decreasing levels of volunteerism will be an on-going challenge. The county would like to seek opportunities to further develop the Screening Search and Detection; Risk Management for Protection, Programs, and Activities; and Natural and Cultural Resources core capabilities. The county would also like to research and conduct an in-depth review of grant reliance to see how funding impacts core capabilities and establish more inclusive and collaborative inter-agency training opportunities.

The following pages depict the Response Capacity, Risk, Capability Assessment, and Grant Reliance levels.

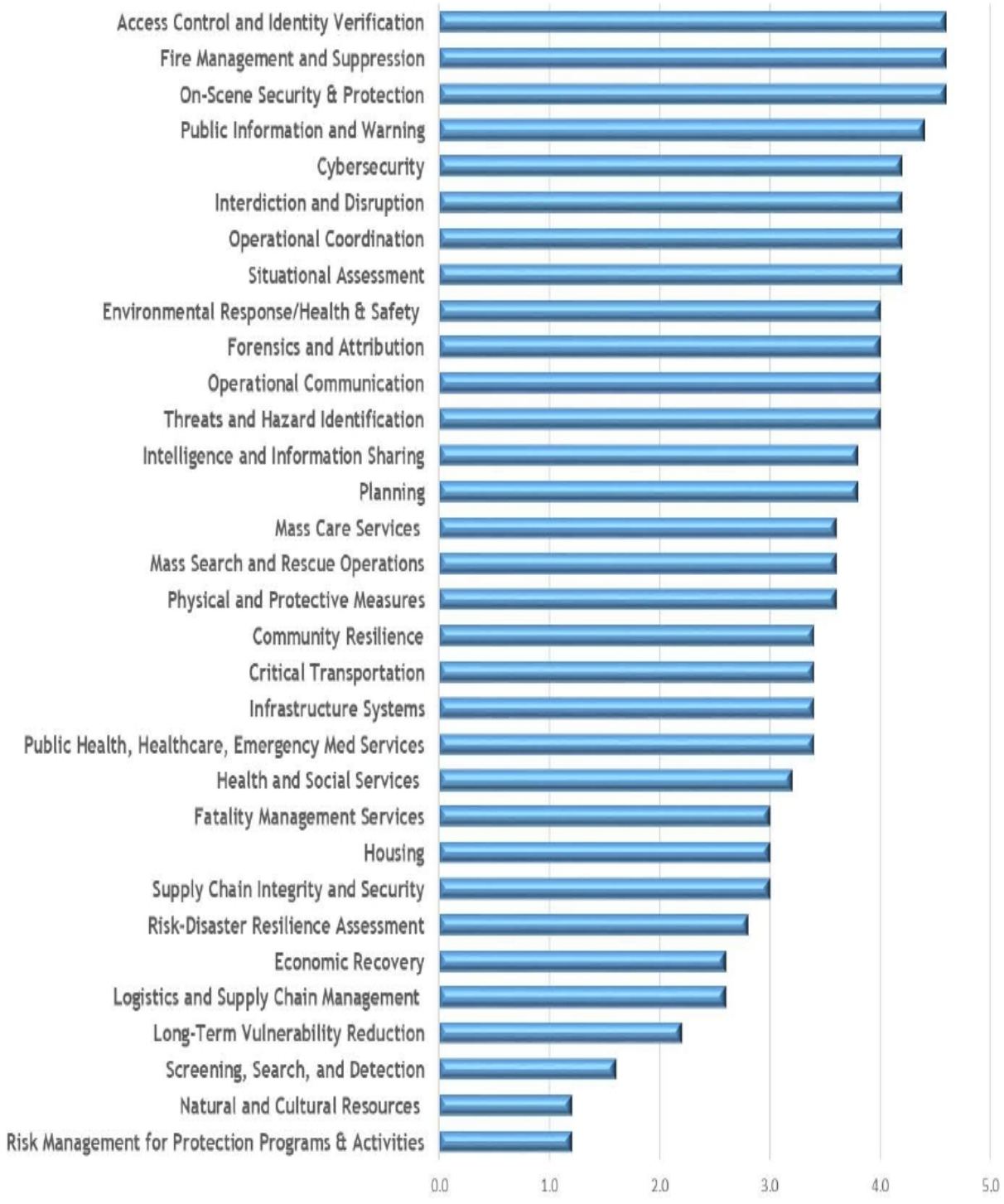
Response Capacity

Capability	Based on the county's current capacity and experience with previous disasters, how long can the county deliver the response core capabilities without outside assistance?
Environmental Response/Health and Safety	More than 96 hours
Infrastructure Systems	More than 96 hours
Logistics and Supply Chain Management	More than 96 hours
On-Scene Security, Protection and Law	More than 96 hours
Operational Communications	More than 96 hours
Operational Coordination	More than 96 hours
Planning	More than 96 hours
Public Health, Healthcare and EMS	More than 96 hours
Public Information and Warning	More than 96 hours
Mass Care Services	72 hours
Fatality Management Services	48 Hours
Mass Search and Rescue Operations	48 Hours
Situational Assessment	48 Hours
Critical Transportation	24 Hours
Fire Suppression and Management	24 Hours

Relative Risk (Likelihood versus Consequence)



Capability Assessment



Grant Reliance

Grant Funding Reliance Scale	
1	Not at all
2	Somewhat <50%
3	Mostly >50%
4	Entirely

Capability	Reliance on Grants
Planning	Entirely (4)
Access Control and Identity Verification	Mostly (3)
Environmental Response/ Health & Safety	Mostly (3)
Health and Social Services	Mostly (3)
Housing	Mostly (3)
Interdiction and Disruption	Mostly (3)
On-Scene Security & Protection	Mostly (3)
Operational Communications	Mostly (3)
Operational Coordination	Mostly (3)
Public Health, Healthcare, Emergency Med Services	Mostly (3)
Threats and Hazard Identification	Mostly (3)
Community Resilience	Somewhat (2)
Critical Transportation	Somewhat (2)
Cybersecurity	Somewhat (2)
Economic Recovery	Somewhat (2)
Fire Management and Suppression	Somewhat (2)
Forensics and Attribution	Somewhat (2)
Infrastructure Systems	Somewhat (2)
Mass Search and Rescue Operations	Somewhat (2)
Physical and Protective Measures	Somewhat (2)
Public Information and Warning	Somewhat (2)
Risk-Disaster Resilience Assessment	Somewhat (2)
Situational Assessment	Somewhat (2)
Supply Chain Integrity and Security	Somewhat (2)
Fatality Management Services	Not At All (1)
Intelligence and Information Sharing	Not At All (1)
Logistics and Supply Chain Management	Not At All (1)
Long-Term Vulnerability Reduction	Not At All (1)
Mass Care Services	Not At All (1)
Natural and Cultural Resources	Not At All (1)
Risk Management for Protection Programs & Activities	Not At All (1)
Screening, Search, and Detection	Not At All (1)

Disaster / Emergency Declaration

WHEREAS, Pueblo County suffered or there is an imminent threat that Pueblo County will suffer from widespread or severe damage, injury or loss of life or property resulting from_____

(Indicate nature of disaster).

Which occurred _____ 20__:

(Date)

And

WHEREAS, the cost and magnitude of responding to and recovery from the impact of the ensuing event is far in excess of the County's available resources.

NOW THEREFORE BE IT RESOLVED there is hereby declared a local disaster.

DATED at Pueblo, Colorado this _____ day of _____ 20___, at _____ a.m./p.m.

_____

Chairperson,
Board of County Commissioners
Pueblo, County, Colorado

Copy shall be sent to:

Colorado Office of Emergency Management (COEM)

9195 East Mineral Avenue, Suite 200

Centennial, Colorado 80112

FAX (720) 852-6750

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Sample - Delegation of Authority

Agency authority and responsibility for managing and controlling the _____ Incident impacting _____ County, is hereby transferred to _____ as Incident Commander.

As Incident Commander, you are accountable to the Agency Administrator for the overall management of this incident, including its control and return to local Agency control. You are expected to adhere to the standards of the National Incident Management System and Incident Command System, relevant and applicable laws, policies, professional standards and policy direction from the Agency Administrator.

The protection of emergency responders and citizens is your highest priority task. The protection of public and private property including key economic infrastructure is your next highest priority. Priorities of the Agency also include the protection of the economic, cultural, social and environmental assets in the affected area. Suppression of this incident is your primary assignment and you are expected to do so to the best of your ability in a manner that provides for the safety and well-being of involved personnel.

Specific direction for this incident is as follows:

1. Transition with existing forces will be handled smoothly but as rapidly as possible.

2. Ensure coordination, cooperation and communication with the Agency Administrator, the _____ County Emergency Operations Center (EOC) Coordinator, Agency Representatives, and the local, State and Federal agencies involved.

3. Ensure coordination of public information through the EOC and a Joint Information System / Joint Information Center that may be established for the Incident.

4. _____

This transfer includes the authority to obligate agency funds necessary to pay for controlling this incident up to $ _____ for the first operational period ending _____, subject to the following limitations:

1. Coordination with _____ County Finance Department staff and adherence to Agency procedures regarding use of the Emergency-Disaster Fund.
2. Reasonable cost-effective and cost-containment practices will be used at all times with keen attention to avoid duplicate resource ordering. At which time the EOC is activated, all resource ordering will take place through the EOC.
3. _____

This Delegation of Authority becomes effective at _____ (time) on _____, 20 __, and may be changed or updated by written addendums should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for _____ County Government.

_____ _____
Agency Administrator Date and Time

_____ _____
Agency Administrator Date and Time

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Sample - Addendum for the Delegation of Authority

Addendum 1 to the Delegation of Authority becomes effective at _____ (time) on _____, 20 __, for the Operational Period #_____. This includes the authority to obligate agency funds necessary to pay for controlling this incident up to $_____ for this operational period. This addendum may be changed or updated by written addenda should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for _____ County Government.

_____ _____
Agency Administrator Date and Time

_____ _____
Agency Administrator Date and Time

Addendum 2 to the Delegation of Authority becomes effective at _____ (time) on _____, 20 __, for the Operational Period #_____. This includes the authority to obligate agency funds necessary to pay for controlling this incident up to $_____ for this operational period. This addendum may be changed or updated by written addenda should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for _____ County Government.

_____ _____
Agency Administrator Date and Time

_____ _____
Agency Administrator Date and Time

Addendum 3 to the Delegation of Authority becomes effective at _____ (time) on _____, 20 __, for the Operational Period #_____. This includes the authority to obligate agency funds necessary to pay for controlling this incident up to $_____ for this operational period. This addendum may be changed or updated by written addenda should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for _____ County Government.

_____ _____
Agency Administrator Date and Time

_____ _____
Agency Administrator Date and Time

Addendum 4 to the Delegation of Authority becomes effective at _____ (time) on _____, 20 __, for the Operational Period #_____. This includes the authority to obligate agency funds necessary to pay for controlling this incident up to $_____ for this operational period. This addendum may be changed or updated by written addenda should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for _____ County Government.

_____ _____
Agency Administrator Date and Time

_____ _____
Agency Administrator Date and Time

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County and City Resolutions

RESOLUTION NO. 14-28

THE BOARD OF COUNTY COMMISSIONERS OF PUEBLO COUNTY, COLORADO

APPROVING THE REVISED 2014 UPDATES TO THE PUEBLO COUNTY EMERGENCY OPERATIONS PLAN

WHEREAS, pursuant to C.R.S. § 24-33.5-707(8), each local and interjurisdictional disaster agency shall prepare and keep current a local or interjurisdictional disaster emergency plan for its area; and

WHEREAS, in addition, pursuant to C.R.S. § 24-33.5-707(9), the local or interjurisdictional disaster agency, as the case may be, shall prepare and distribute to all appropriate officials in written form a clear and complete statement of the emergency responsibilities of all local agencies and officials and of the disaster chain of command; and

WHEREAS, by Resolution No. 08-203, dated July 29, 2008, this Board recognized the reorganization of said department as the Bureau of Emergency Services, known as the Emergency Services Bureau; and

WHEREAS, by Resolution No. 04-190, dated August 10, 2004, this Board approved the revised 2003 updates to the Pueblo County Emergency Operations Plan; and

WHEREAS, it is recognized that the Emergency Operations Plan is a dynamic document, undergoing change as a result of experience and need; and

WHEREAS, the Emergency Services Bureau, in coordination with representatives from the Pueblo Community, recommends updates to the Pueblo County Emergency Operations Plan to keep the plan current in guiding disaster emergencies; and

WHEREAS, this Board, upon the recommendation of the Emergency Services Bureau, desires to update the Pueblo County Emergency Operations Plan with 2014 revised updates as it is in the best interest of the citizens of Pueblo County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Pueblo County, Colorado, that:

1. The 2014 revised updates to the Pueblo County Emergency Operations Plan, the terms and conditions of which are incorporated herein by this reference be, and hereby are, approved.

2. The Chair of this Board be, and hereby is authorized to sign the Letter of Promulgation approving the 2014 revised updates to the Pueblo County Emergency Operations Plan on behalf of Pueblo County.

RESOLUTION NO. 14-_28___ (CONTINUED)

3. This resolution shall be effective upon adoption and the Pueblo County Emergency Operations Plan as amended with the 2014 revised updates, shall guide all disaster emergency operations from this date forward.

PASSED AND ADOPTED this 27th day of January 2014, in Pueblo County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

BY: _____
Terry A. Hart, Chairman

ATTEST:

BY: _____
Gilbert Ortiz, County Clerk

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RESOLUTION NO. 09- 129

THE BOARD OF COUNTY COMMISSIONERS OF PUEBLO COUNTY, COLORADO

APPOINTING MARK MEARS AS THE EMERGENCY SERVICES COORDINATOR FOR PUEBLO COUNTY; AMENDING RESOLUTION NO. 08-203 AND REPEALING RESOLUTION NO. 95-188

WHEREAS, C.R.S. § 24-32-2107(2) states that each county shall maintain a disaster agency or participate in a local or interjurisdictional disaster agency which, except as otherwise provided, has jurisdiction and serves the entire county; and

WHEREAS, by Resolution No. 08-203, dated July 29, 2008, this Board repealed Resolution Nos. 89-293, 93-109, and 98-435, that created the Pueblo County Department of Public Safety and Operations, later known as the Department of Emergency Management, and created the Bureau of Emergency Services to be operated under the direction and control of the Pueblo County Sheriff; and

WHEREAS, C.R.S. § 24-32-2107(4) states that the minimum composition of a disaster agency shall be a director or coordinator appointed by the governing body of the appointing jurisdiction to be responsible for the planning and coordination of the local disaster services; and

WHEREAS, it was the intent of Resolution No. 08-203 that the newly created Bureau of Emergency Services, as a Bureau within the Office of the Pueblo County Sheriff, is to maintain and continue to perform the statutory duties and functions that the previous Department of Emergency Management performed, including coordinator duties per C.R.S. § 24-32-2107 (4); and

WHEREAS, the Board desires to appoint Mark Mears, the Chief of the Emergency Services Bureau within the Pueblo County Sheriff's Office, as the Emergency Services Coordinator pursuant to C.R.S. § 24-32-2107(4), and instruct the Bureau Chief, acting by and through the Emergency Services Bureau, to prepare and keep current the local disaster emergency plan, which shall conform to the standards and requirements as promulgated by Colorado law, and bring said plan to this Board for approval on an annual basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that:

1. Mark Mears, Bureau Chief of the Emergency Services Bureau within the Office of the Pueblo County Sheriff, is hereby appointed as the Emergency Services Coordinator required by C.R.S. § 24-32-2107(4);

2. Mark Mears, acting by and through the Emergency Services Bureau, is directed to prepare, on an annual basis, the local disaster emergency plan which shall conform to the standards and requirements as promulgated by Colorado law, and shall bring said plan to this Board for approval;

RESOLUTION NO. 09-_129_(CONTINUED)

3. Resolution No. 95-188, which amended Resolution No. 93-109, is hereby repealed in its entirety;

4. Resolution No. 08-203 is amended as provided in this Resolution to clarify the appointment of Mark Mears as the Emergency Services Coordinator for Pueblo County, and the duties of the Emergency Services Bureau regarding the annual local disaster emergency plan; and

5. This Resolution shall be distributed to the Colorado Department of Local Affairs for its information pursuant to C.R.S. § 24-32-2107(7).

PASSED AND ADOPTED this 26th day of May 2009, in Pueblo County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

By: _____
J. E. Chostner, Chairman

ATTEST:

By: _____
Gilbert Ortiz, County Clerk

U:\SH\RES\LPVAL Appointing ES Coordinator.DOC

RESOLUTION NO. 08- 203

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

REPEALING RESOLUTION NOS. 89-293, 93-109 AND 98-435 WHICH CREATED THE PUEBLO COUNTY DEPARTMENT OF PUBLIC SAFETY AND OPERATIONS NOW KNOWN AS THE DEPARTMENT OF EMERGENCY MANAGEMENT AND REORGANIZING SAID DEPARTMENT AS THE BUREAU OF EMERGENCY SERVICES TO BE OPERATED UNDER THE DIRECTION AND CONTROL OF THE PUEBLO COUNTY SHERIFF

WHEREAS, Section 24-32-2107(2), C.R.S., states that each county shall maintain a disaster agency or participate in a local or interjurisdictional disaster agency which, except as otherwise provided, has jurisdiction and serves the entire county; and

WHEREAS, by Resolution No. 89-293, this Board created the Pueblo County Department of Public Safety and Operations and appointed the Director, to perform certain public safety functions such as response and recovery to local disaster emergencies with planning and coordinating with other agencies for the health, safety and welfare of the citizens of Pueblo County; and

WHEREAS, by Resolution No. 93-109, this Board established the Office of Emergency Preparedness within the Department of Public Safety and Operations and by Resolution No. 98-435, this Board changed the name of the Pueblo County Department of Public Safety and Operations to the Department of Emergency Management; and

WHEREAS, this Board has determined it is in the best interests of the citizens of Pueblo County to repeal Resolution Nos. 89-293, 93-109 and 98-435 that created the Pueblo County Department of Public Safety and Operations n/k/a the Department of Emergency Management and to reorganize that Department as the Bureau of Emergency Services to operate under the direction and control of the Pueblo County Sheriff.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that:

1. Resolution Nos. 89-293, 93-109 and 98-435 that created the Pueblo County Department of Public Safety and Operations n/k/a the Department of Emergency Management are hereby repealed in their entirety; and
2. The Bureau of Emergency Services is hereby created to operate under the direction and control of the Pueblo County Sheriff effective on August 1, 2008; and
3. The Department of Emergency Management with all its current statutory duties and responsibilities is hereby reorganized as the Pueblo County Sheriff's Bureau of Emergency Services effective on August 1, 2008; and

RESOLUTION NO. 08-203 (CONTINUED)

4. The current Director and employees of the Pueblo County Department of Emergency Management are hereby reassigned as employees of the Bureau of Emergency Services under the Pueblo County Sheriff.

PASSED AND ADOPTED this 29th day of July 2008, in Pueblo County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

By: _____
Anthony Nuñez, Chairman

ATTEST:

By: _____
Gilbert Ortiz, County Clerk

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STATE OF COLORADO, }
County of Pueblo, } ss.

The Board of County Commissioners met in Regular session in its office in Pueblo County, Colorado, on Thursday the 17th day of August A. D. 19 2000, at 9:00 A.M. o'clock.

Present: John L. Klomp Chairman.
" Loretta Kennedy County Commissioner.
" Matt Peulen County Commissioner.
Gary Raso, Asst. Cty. Att.
" Terry A. Hart County Attorney.
" Sue M. Kovacich, Dep. Clerk County Clerk or Deputy.

When the following proceedings, among others, were had and done, to-wit:

RESOLUTION NO. 00-224 ACCEPTING THE DEPARTMENT OF EMERGENCY MANAGEMENT'S PLAN FOR EMERGENCY FUNDING AUTHORIZATION AND CREATING THE EMERGENCY POLICY COMMITTEE IN CONNECTION THEREWITH

WHEREAS, The Pueblo Emergency Operations Plan was approved by Resolution No. 95-188, dated April 25, 1995, and

WHEREAS, the purpose of the plan with respect to fires is to provide a quick response and containment of fires within areas of Pueblo County that involve structures, vehicles and wildland; and

WHEREAS, this Board has approved the 2000 Annual Fire Operating Plan for Pueblo County (effective January 1, 2000, to December 31, 2000) by Resolution No. 99-136, dated December 27, 1999; the Emergency Fund Contract Agreement for Forest and Watershed Fire Control, and the Initial Attack Aircraft Agreement for Wildfire Suppression (effective April, 1999) by Resolution 99-19, dated January 14, 1999; and

WHEREAS, the foregoing documents authorize the use of and reliance on County resources as well as available state and federal resources under specified circumstances in carrying out the purpose of the Annual Fire Operating Plan; and

WHEREAS, the Pueblo County Sheriff, by law, is the fire Marshall for forest and other wildland fires in the unincorporated areas of the County and the Department of Emergency Management, hereafter the Department, and the volunteers of the Pueblo Emergency Management Teams, are responsible for responding to fires on behalf of the Sheriff; and

WHEREAS, although the above-cited documents authorize the Sheriff or the Department to tap into resources under certain circumstances, there are conditions precedent and delays in obtaining resources; and

WHEREAS, the Pueblo County Purchasing Policy authorizes emergency purchases only by the Board of County Commissioners; and

WHEREAS, the Pueblo County Sheriff has authority to expend funds for emergency purchases, but available funds are limited; and

WHEREAS, neither the Pueblo County Emergency Operation Plan, the Pueblo County Purchasing Policy, nor any of the above-cited documents provide for County emergency funding authorization to purchase or tap into emergency resources when members of this Board or the Sheriff is unavailable or the Sheriff does not have sufficient available emergency funds, and thus there is no method for fire managers to access indispensable resources such as air tankers, fire retardant tools and other fire fighting resources; and

This reso is also located in File #2955

STATE OF COLORADO, } ss.
County of Pueblo, }

The Board of County Commissioners met in Regular session in its office in Pueblo County, Colorado, on Thursday the 17th day of August A. D. 19 2000, at 9:00 A.M. o'clock.

Present: _____ Chairman.
" _____ County Commissioner.
" _____ County Commissioner.
" _____ County Attorney.
" _____ County Clerk or Deputy.

When the following proceedings, among others, were had and done, to-wit:

RESOLUTION NO. 00-224 (Continued)

WHEREAS, Pueblo County, currently faces the threat of dangerous wildland fires that have already plagued other areas of the state, and the need for emergency funding for Pueblo County authorization has become apparent to this Board, the Sheriff and the Department; and

WHEREAS, in the event a rapidly-moving wildfire is present in the County, particularly where there is a threat to structures, the immediate and timely application of fire retardant by aircraft, or the timely deployment of fire fighting resources from areas beyond our County make the difference between control and catastrophe; and

WHEREAS, it is the intent of this Board to have a procedure in place for authorizing funding prior to ordering interagency fire resources under emergency circumstances; and

WHEREAS, although there is a need for an alternative to emergency funding authority in Pueblo County, such alternative must be balanced with appropriate authorization and accountability; and

WHEREAS, the Department has provided this Board with a plan for emergency funding authorization that includes accountability, hereafter the Department's Plan, and which Plan is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Plan refers to reliance on an Emergency Policy Committee to provide prior authorization when authorization from the Board or the Sheriff is not readily available during the critical decision-making period or the Sheriff's emergency funds are insufficient; and

WHEREAS, the Plan refers to the makeup of the Committee to include the County Attorney, the County Administrator and the County Budget Director; and

WHEREAS, the amount necessary for initial emergency resources under the plan is estimated to be up to $25,000.00 per incident, and funds for the proposed plan are available in the County General Fund for fiscal year 2000 and thereafter.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Pueblo County, Colorado authorizes the Department's Plan and hereby creates the Emergency Policy Committee referenced in the Plan.

BE IT FURTHER RESOLVED that the Department's Plan is hereby accepted as an amendment to the Pueblo Emergency Operations Plan and shall apply to emergencies described in the above-cited documents and other major emergencies.

BE IT FURTHER RESOLVED that the Department shall facilitate such amendment to the Pueblo Emergency Operation Plan.

STATE OF COLORADO, }
County of Pueblo, } ss.

The Board of County Commissioners met in Regular session in its office in Pueblo County, Colorado, on Thursday the 17th day of August A. D. 19~~9~~2000, at 9:00 A.M. o'clock.

Present: _____ Chairman.
" _____ County Commissioner.
" _____ County Commissioner.
" _____ County Attorney.
" _____ County Clerk or Deputy.

When the following proceedings, among others, were had and done, to-wit:

RESOLUTION NO. 00-224 (Continued)

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners of Pueblo County, Colorado, be, and hereby is, authorized to sign the Plan for Emergency Funding Authorization on behalf of Pueblo County.

BE IT FURTHER RESOLVED that this Plan shall remain in effect as provided herein unless superseded by further action of the Board of County Commissioners and shall be contingent upon the availability and appropriation of County funds.

By the following vote on roll call:

KLOMP - AYE KENNEDY - AYE PEULEN - AYE

U:PS/RES/jbpr12

STATE OF COLORADO, }
County of Pueblo, } ss.

The Board of County Commissioners met in Regular session in its office in Pueblo County, Colorado, on Tuesday the 4th day of October A.D. 20 05, at 9:00 A.M. o'clock.

Present Matt Peulen Chairperson.
" Anthony Nunez County Commissioner.
" Loretta Kennedy County Commissioner.
" Dan Kogovsek County Attorney.
" Sue M. Kovacich, Dep. Clerk County Clerk or Deputy.

When the following proceedings, among others, were had and done, to wit:

RESOLUTION NO. 05-252

ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) FOR PREPARING AND RESPONDING TO DISASTER INCIDENTS

WHEREAS, Homeland Security Presidential Directive/HSPD-5, dated February 28, 2003, established the National Incident Management System (NIMS); and

WHEREAS, the NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, the NIMS provides a consistent nationwide approach for Federal, State, and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, the NIMS provides for interoperability and compatibility among Federal, State and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the incident command system, unified command, training, management of resources and reporting; and

WHEREAS, beginning October 1, 2004 all Federal departments and agencies shall make adoption of the NIMS a requirement, to the extent provided by law, for providing Federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the Director of the Department of Emergency Management recommends that this Board adopt the NIMS as its system for preparing and responding to disaster incidents, in order for Pueblo County to continue to receive Federal assistance and this Board concurs with said recommendation as it is in the best interest of the citizens of Pueblo County, Colorado.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the National Incident Management System (NIMS), be, and hereby is, adopted as Pueblo County's system of preparing for and responding to disaster incidents.

By the following vote on roll call:

PEULEN - AYE NUNEZ - AYE KENNEDY - AYE

STATE OF COLORADO, }
County of Pueblo, } ss.

I, Chris C. Munoz, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the annexed and foregoing order is truly copied from the Records of the proceedings of the Board of County Commissioners for said Pueblo County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Pueblo, this 4th day of October, A.D. 20 05.

CHRIS C. MUNOZ, County Clerk.

By _____ Deputy.

Certified Copy of Order

Made by the Board of County Commissioners of Pueblo County, Colorado _____, 20__

Fees, $ _____

RESOLUTION NO. 6923

A RESOLUTION DESIGNATING A LOCAL DISASTER AGENCY FOR THE CITY OF PUEBLO AND COUNTY OF PUEBLO AND ASSIGNING DUTIES AND RESPONSIBILITIES THEREFOR

WHEREAS, the Colorado Disaster Emergency Act of 1973 (§24-33.5-701 et. seq., C.R.S.) (the "Act") as amended by Senate Bill 92-36, Laws of 1992, requires each political subdivision of the State of Colorado to prepare plans and establish capabilities to carry out emergency functions to prevent, minimize and repair injury and damage resulting from any disaster as defined in the Act (the "disaster"); and

WHEREAS, by Resolution No. 6461 adopted November 13, 1989 and other disaster related actions, the City Council established suitable arrangements in compliance with the Act with the Board of County Commissioners of Pueblo County, Colorado (the "Board") through the Civil Defense Agency for furnishing mutual aid in coping with disasters, and

WHEREAS, the Board created the Pueblo County Department of Public Safety and Operations (the "Department") to oversee the Pueblo Civil Defense Agency and changed the name of the Agency to "Office of Emergency Preparedness", and

WHEREAS, the General Assembly has transferred the functions formerly held by the Division of Disaster Emergency Services in the Department of Public Safety to the Office of Emergency Management in the Division of Local Government of the Department of Local Affairs; and

WHEREAS, it is the intent and desire of the Pueblo City Council to continue to properly discharge the City's responsibilities under the Act; and

WHEREAS, it is the further intent and desire of the City Council to meet the requirements necessary to qualify for federal and state disaster and emergency assistance programs; NOW, THEREFORE,

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

SECTION 1.

The Office of Emergency Preparedness is hereby designated as the local disaster agency responsible for disaster preparedness and coordination of response within the County of Pueblo and City

of Pueblo.

SECTION 2.

The City Council hereby declares its intention to cooperate with the Board in a mutual effort in planning, execution and coordination of disaster services within Pueblo County, Colorado.

SECTION 3.

The duties and responsibilities of the City and Board shall be carried out as follows:

A. The City Manager of the City of Pueblo shall:

1. Provide direction and control for Pueblo City forces before, during and after disaster operations.

2. Assure continuity of City government at all levels in any declared disaster.

3. Have the power to declare that a disaster exists within the City of Pueblo. Such declaration shall continue for a period not to exceed seven (7) days. Such declaration may be continued or renewed for a period in excess of 7 days with the consent of a majority of the members of City Council. Any order or proclamation declaring, continuing or terminating a disaster shall be filed promptly with the Division of Local Government of the Department of Local Affairs of the State of Colorado and with the City Clerk. Such order or proclamation shall be given prompt and general publicity and shall be promptly distributed to the appropriate represen-

tatives of the news media.

B. The Director of the Department acting by and through the Coordinator of the Office of Emergency Preparedness shall:

1. Have direct responsibility for the organization, administration and operations of the Office of Emergency Preparedness.
2. Accept and comply with all applicable regulations and standards of the Federal Emergency Management Agency and the Office of Emergency Management, Division of Local Affairs of the Colorado Department of Local Affairs relating to the development of a disaster operational capability and the receipt of federal and state assistance in that development and to sign and submit all documents and materials associated with such development.
3. Prepare and submit an annual budget to the Board of County Commissioners and the City Manager.
4. Prepare and keep current, subject to the approval of the City Manager of Pueblo, the Pueblo Emergency Plan to conform to the standards and requirements as promulgated by the aforesaid Colorado Office of Emergency Management.
5. Assist all appropriate officials in preparing a clear and complete statement of emergency responsibilities of all agencies which may be activated in the event of a disaster.
6. In the event of a declared disaster, act under the

direction of the City Manager and Board of County Commissioners, or its designee, in undertaking the mitigation, response, and recovery during such disaster.

SECTION 4.

Resolution No. 6461 passed and approved November 13, 1989 is hereby rescinded.

INTRODUCED: April 27, 1992

By JOYCE LAWRENCE
Councilman

ATTEST:

Marian D. Mead
City Clerk

APPROVED:

Jay B. Kastelic
President of the City Council

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Emergency Support Function (ESF) 1, Transportation

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: Area Schools/Districts, Law Enforcement Agencies, Pueblo Transit, Agencies with Transportation Assets, Public Works of the affected area, Colorado Department of Transportation

PURPOSE

The purpose of this ESF is to provide for coordination, control, and allocation of transportation assets in support of the movement of emergency resources, the evacuation of people, and the redistribution of food and fuel supplies.

SCOPE

The scope of this ESF is to describe the general response to an incident in Pueblo involving transportation issues. Response activities will take place in the field and will be coordinated with the Pueblo County EOC, if activated.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. A disaster may result from natural or technological hazards or from a national security emergency that produces extensive damage and results in a large volume of requests to save lives and alleviate suffering. The transportation infrastructure, including roads, highways, and bridges, as well as transportation assets such as automobiles, buses, may sustain damage in an incident; and:

   1. The damage will influence the accessibility level of relief services.
   2. Disaster response will require effective transportation coordination.
   3. Priority for clearing access routes will be determined in order to permit a sustained flow of emergency relief.
   4. The requirement for transportation capacity may exceed the availability of local assets.

B. Through activation from the Pueblo County EOC, ESF 1 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available. Agencies will develop inter-agency and inter-jurisdictional agreements with similar agencies to expedite resource mobilization when additional assistance is needed.

C. When available local and mutual aid resources are exhausted, ESF 1 will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

D. Public Works will maintain sufficiency ratings and other data such as plans for primary bridges and critical transportation infrastructure.

E. Public Works will ensure that on-call contracts with engineering companies and construction contractors include provisions for emergency services.

F. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

G. It is further assumed that all supporting agencies will ensure continual operational readiness.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Provide a representative to the EOC, as requested.

Incident Assessment:

A. When notified of an incident situation, ESF-1 will monitor the situation, pre-plan, and provide assistance upon request.

B. Determine needed and available transportation resources and coordinate as necessary.

   1. Local resources include Pueblo Transit, Area Schools and districts, and other agencies with transportation assets.

   2. Other resources with transportation assets available by mutual aid may include local military installations, Corrections Departments, shuttle services, and local commercial services.

C. Determine resources available and evaluate the capability to perform required response operations.

D. Coordinate with ESF 3.

   1. Implement damage assessment activities to confirm and report the level, severity, and extent of involvement.

   2. Determine the condition of roads and implement required maintenance with priority on evacuation routes.

   3. Identify and maintain a network of available local, county, and state resources to aid the safe and timely movement of the public and emergency service resources.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required to ensure the safe and timely movement of the public and emergency service resources continue during an incident.

A. Provide technical assistance in evacuation or movement-restriction planning and in determining the most viable transportation networks to, from and within the incident

area as well as alternate means to move people and goods within the area affected by the incident.

B. Evacuation:
    1. Determine evacuation needs and develop evacuation plans appropriate to the circumstances of the incident.
    2. Determine available and needed transportation resources.
    3. Determine and prioritize services for children and their families, as well as individuals with disabilities and others with access and functional needs.
    4. Coordinate with appropriate ESFs to determine transportation requirements for sheltering and mass care.

C. Movement of emergency resources:
    1. Determine needs for movement of emergency resources and develop plans appropriate to the circumstances of the incident.
    2. Determine available and needed transportation resources.

D. Coordinate with ESF 3 for transportation infrastructure issues that impact emergency routes and arterial streets needed to facilitate the movement of emergency equipment and evacuate the affected population.

E. Select and contact appropriate personnel.

F. Designate personnel authorized to enter the affected area and provide this information to the EOC, Law Enforcement, and other agencies.

G. Dispatch required available resources.

H. Advise resource members of anticipated needs and support required and request additional resources if necessary. When available local and mutual aid resources are exhausted, ESF 1 will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

I. Provide program assistance and expertise as appropriate and in coordination with other ESFs/agencies.

J. Provide and coordinate public information through the Pueblo County Sheriff's Office PIO or the EOC and JIC, if activated, in support of ESF 15.

K. Coordinate with law enforcement personnel for maintaining the security of facilities and supplies (ESF 13).

L. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery:

A. As necessary, support the re-entry process of evacuated citizens.

B. Assist in the coordination of long-term plans for the safe movement of the public and emergency service resources.

C. Provide documentation on injuries or deaths of personnel resulting from the incident.

D. Initiate post-event inspection and maintenance of vehicles and equipment, as necessary.

E. Upon conclusion of transportation response operations, release tasked personnel organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

A. **Pueblo County Sheriff's Office, Emergency Services Bureau**. Coordinate activities specified in this ESF to support field response and recovery.

B. **Public Works Departments.** Act as first responders in emergencies where public works support is required.

C. **Area Schools/Districts.** Provide transportation and drivers for affected area(s), to include special needs transport. Transportation of students will remain the primary focus of area schools/districts, with the ability to contribute to evacuation when resources are available.

D. **Pueblo Transit.** Provide transportation and drivers for affected area(s), to include special needs transport. The primary focus will be on evacuation.

E. **Agencies with Transportation Assets.** Provide transportation and drivers for affected area(s). Agencies with transportation resources may support evacuation as well as the movement of emergency resources and the redistribution of food and fuel supplies.

F. **Law Enforcement Agencies**. Provide security for transportation assets; assist and direct evacuation.

G. **Colorado Department of Transportation**.

1. Provides or redirects State or Federal funding for transportation damage recovery, secures and obtains federal emergency replacement funding as may be available for infrastructure.

2. Directs and manages the first responders, and evaluates the availability of personnel, material, supplies, and equipment that can be committed to response and recovery activities.

3. Provides structure damage assessment, structure flow capabilities, structure repair recommendations, and weight restrictions on bridges.

4. Provides engineering personnel for damage assessment teams, repair recommendations, and accounting management of emergency force account work.
5. Provides data concerning locations, capacities, and facilities of all airports in Colorado. Provides contact information for personnel trained in aircraft rescue and firefighting.

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Emergency Support Function (ESF) 2, Communications

Primary Agency: Pueblo County Sheriff's Office, City of Pueblo Police Department

Supporting Agencies: Federal, State, and Local Partner agencies operating inside Pueblo County

PURPOSE

The purpose of this ESF is to set forth the procedures for the utilization of communication resources and communication support in and for the County of Pueblo in the event of a significant natural or humanmade incident. This ESF is a guidance for all levels of government within the County.

SCOPE

The scope of this ESF describes the communications systems that will be employed by the public safety agencies operating inside Pueblo County before, during, and after an incident. These systems support operations of the EOC, local government and the response community. They include but are not limited to, radio communications, landline, cellular, electronic, and other specialized communications.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. The day-to-day network of communications centers and users is essential to any emergency communications system.

B. Any significant incident may degrade communications capabilities and infrastructure. Therefore, successful management of these resources is an integral part of any response.

C. Comprehensive telecommunications during a disaster can be the most effective method to communicate among all the involved agencies. Communications capabilities between field units, Incident Command Post(s) and the EOC will be critical in the emergency response phase of an incident.

D. The magnitude of a situation determines the extent of the emergency response and the need for telecommunications.

E. As an event escalates, dispatchers and system users will be prepared to delay or reroute telecommunications or radio traffic based on priority.

F. Pueblo County will operate all communications in a scalable manner, consistent with NIMS. All available, necessary communication resources will be used to the extent necessary to achieve a coordinated response.

G. There are two Public Safety Answering Points (PSAPs) inside Pueblo County. One managed by the City of Pueblo and the other by the Pueblo County Sheriff's Office. Both operate twenty-four hours a day, 365 days a year.

H. Inside Pueblo County, there are three additional communications centers:

1. CMHIP
2. U.S. Forest Service Inter-Agency Dispatch
3. Colorado State Patrol (CSP) Regional Communications Center

I. Communications needs will be part of an incident escalation. These needs may include but are not limited to, staging areas, receiving and distribution sites, and key operational support facilities. It is the responsibility of this support function to identify and coordinate those needs.

1. The City of Pueblo, the County of Pueblo, and agencies that support Public Safety response in Pueblo County utilize the 800 MHz Digital Trunked Radio System (DTRS) for primary radio communications. Within Pueblo County, the DTRS comprises of a large 5-site multichannel simulcast system, and multiple repeater sites tied to a local Zone Controller, which provides overlapped radio coverage for Southeast Colorado. Response agencies use the guidelines found in the South All Hazards Region Tactical Interoperability Communications Field Operations Guide (TIC-FOG) ver2.1.
2. Some State and Federal entities communications may occur on the Very High Frequency (VHF) Band. These agencies include:
    a. CO-DHSEM
    b. U.S. Forest Service
    c. Bureau of Land Management
    d. National and State Law Enforcement
    e. Auxiliary Communications Emergency Radio Systems
3. Additional communication resources are:
    a. Amateur radio operators
    b. Cellular and Landline telephone networks (voice, data)
    c. Computer Aided Dispatch direct messaging
    d. Email and Internet accounts

J. The following documents provide detailed guidance for communications in support of this plan:

1. Tactical Interoperability Communications (TIC) Plan
2. TIC Field Operations Guide

K. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

L. All primary and supporting agencies strive for continual operational readiness.

M. All systems are properly maintained by systems specialists and will include a level of redundancy useful in the event a partial failure.

CONCEPT OF OPERATIONS

Agencies operating in Pueblo County, as well as agencies in Colorado, use shared communications resources such as the statewide DTRS for a multi-agency response to events. These agencies are trained on the benefits and the limitations of operations on a shared communications system. Any voice or data between agencies supporting mutual aid or unplanned events will follow best practices. These include:

A. When three or more agencies respond to an event, the IC or the Communications Center supporting the event will identify a shared DTRS Mutual Aid Channel (MAC), for use.

B. Use the lowest level shared DTRS resource first. Escalation is as follows, beginning with the lowest level:

   1. Local County MAC = (Pueblo County MAC)
   2. South Regional Interoperability Channel = (SRIC)
      a. Pueblo County is in the South All Hazard's Region, which includes Custer, Fremont, Huerfano, Las Animas Counties, and these jurisdictions share (SRIC CALL, SRIC FIRE, SRIC LAW, and SRIC EMS).
      b. It is a best practice to use the calling channel CALL for coordination, Fire for Fire activity, LAW for Law Enforcement actions, and Emergency Medical Services (EMS) for Medical response.
   3. Other available South Region resources include:
      a. Office of Emergency Management South (OEM S) for EM
      b. County Health Departments South (CHD S) for Health Departments
   4. State MAC for Southeastern Colorado = MAC 9,10,11,12
   5. Statewide MAC for the State of Colorado = MAC 21 and ADP Encrypted MAC

C. Within Pueblo County there are several options DTRS radio owners can use that are not on the DTRS. These are independent of the DTRS and are defined as 'stand-alone.' Use of stand-alone resources is advantageous for radio end users because they are not impacted by system busies, they reduce local DTRS loading, their use does not require special DTRS programming or permission, and they allow interoperation with out of area responders with 700/800 MHz radios. Examples include nationally coordinated interoperability channels located within Pueblo County to coordinate a response.

   1. 7Call50 (12mile) and 7Call70 (PCD) repeaters for coordination, and 7TAC55 (12mile) and 7TAC75 (PCD) repeaters for Operations. These resources also connect to the local PCSO Communications Center and are patchable to the DTRS.

2. A stand-alone repeater, 8TAC91 is also available for central Pueblo including the City of Pueblo.
3. Other stand-alone DTRS resources include Simplex 1-5, State Tactical (S TAC), and 'Direct.' These should be utilized as much as practical.

Initial Notification:

A. Identify system status and confirm available resources.

B. Follow predefined plans, procedures, and organizational structure to ensure communications during an incident.

C. Provide a representative to the EOC, if activated.

D. Ready any equipment required to establish a level of communications appropriate to support incident response and coordination.

E. Identify and address communication gaps needed to support mutual aid response.

F. Develop, upon request, an Incident Communications Plan (ICS Form 205) and distribute to responding and supporting agencies.

Incident Assessment:

A. Actively monitor communications resources.

B. Provide guidance and direction for optimal use of radio systems during the expanding response.

C. Coordinate interoperability between disparate modes.

D. Identify staffing needs of ESF 2 beyond the first operational period.

Incident Command and Incident Support:

A. Identify and maintain a network of available local, county, and State resources to aid in the notification and emergency communications during an incident.

B. Notify mutual aid partners, neighboring jurisdictions, or other entities as required.

C. Support site deployment of mobile communications resources (i.e., Cache, Mobile Command Vehicle, Cell on Wheels (COW)/Site on Wheels (SOW), Cell on Light Truck (COLT).

D. Communication Centers will continue to log and respond to all radio traffic in support of incident response throughout the life of the incident.

E. Integrate ARES and Auxiliary Communications resources, as needed.

F. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

G. Ensure that administrative procedures are in place to aid emergency operations.

Demobilization, Re-entry, and Recovery:

A. Coordinate and organize long-term communications plan for the safe movement of the public and emergency service resources.

B. Provide documentation of the damage to communications systems or costs associated with disaster response.

C. Develop and enact a plan to repair or replace any damaged communications infrastructure.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and costs.

A. **Pueblo Police and Pueblo Sheriff's Office Communications Units.**

1. Provide day-to-day communications to emergency responders.
2. Establish communications with adjacent agencies via designated radio frequencies and telephone systems.
3. Maintain communication links among ambulances, fire districts, county, and State agencies via designated communications resources.
4. Establish and maintain memorandums of understanding for emergency communications with adjacent cities, counties, and states.

B. **Pueblo County Sheriff's Office- EM.**

1. Coordinate the activities specified in this ESF.
2. Provide Communications support to the IC through EOC ESF 2 activation, as appropriate.
3. Coordinate and initiate emergency public notification utilizing the Appendix 3 – Alert, Warning, and Notification.

C. **Supporting and Surrounding Agencies.** Operate in accordance with (IAW) the communications plan outlined by the IC or his/her designee.

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Emergency Support Function (ESF) 3, Public Works and Engineering

Primary Agency: Public Works Department of the affected geographical area

Supporting Agencies: Metro Districts, Local Law Enforcement Agencies, Colorado Department of Transportation, Utility Companies (Power), Other Public Works Departments, Water and Wastewater providers, Pueblo Regional Building Department

PURPOSE

The purpose of this ESF is to provide for critical infrastructure protection, damage assessment; debris clearance and management; repair of roads, highways, and bridges; and restoration of essential infrastructure systems and services during and after an emergency or disaster.

SCOPE

The scope of this ESF is to describe the general response to an incident in Pueblo involving public works, water, and utility issues. This support may include providing engineering, and construction management, performing pre- and post-incident assessment of public works and infrastructure, executing emergency contract support for lifesaving and life-sustaining services, providing technical assistance, and emergency repair of damaged infrastructure. Response activities will take place in the field and will be coordinated with the Pueblo County EOC if activated.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. Any incident may produce extensive damage that results in a large volume of requests for utility and public works services. The public works infrastructure may sustain damage in an incident; and

   1. The damage will influence the accessibility level of relief services.
   2. Disaster response will require effective public works and utility coordination.
   3. Priority for the restoration of utility and public works services will be determined to first provide for emergency services and then to restore normal operations.

B. Access to the affected area will be dependent upon the establishment or opening of ground transportation routes. In many instances, debris clearance and emergency road repairs will be given top priority in support of lifesaving efforts. Equipment in the affected area may be damaged and inaccessible. Sufficient resources to meet the demand of emergency response personnel may not be available locally.

C. Existing landfills are likely to be overwhelmed by debris and may need to be augmented by areas designated in advance for temporary “clean” debris disposal.

D. Assistance from outside agencies, both government and private, may be needed to conduct a damage assessment, coordinate debris removal, provide structural

assessments, make emergency repairs to public and private facilities, reduce hazards by stabilizing or demolishing structures, and providing emergency water for human consumption. Rapid damage assessment of the affected area is critical for the coordination of resources, and to begin the process for declaring an emergency, requesting appropriate environmental waivers and legal clearances for the demolition of private structures, and the disposal of related debris.

E. Through activation from the Pueblo County EOC, ESF 3 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available. Agencies will develop inter-agency and inter-jurisdictional agreements with similar agencies to expedite resource mobilization when additional assistance is needed.

F. When available local and mutual aid resources are exhausted, ESF 3 will notify the EOC of the need for additional aid and support from the state, multi-state, or federal resources IAW the Pueblo County EOP, and Colorado EOP.

G. Mobilization centers, staging areas, receiving and distribution sites, key operational support facilities, and necessary staffing will be identified.

H. It is assumed that all ESF 3 agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

I. It is further assumed that as a critical support function, public works will ensure continual operational readiness.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Provide a representative to the EOC, as requested.

Incident Assessment:

A. When notified of an incident situation, the designated Public Works official (ESF-3) will monitor the situation, pre-plan, and assist with request.

B. Implement damage assessment activities to confirm and report the level, severity, and extent of involvement.

C. Determine the condition of roads and implement required maintenance with priority on evacuation routes.

D. Identify and maintain a network of available local, county and state resources to aid safe and timely emergency shutdown of utilities to prevent damage; monitor condition of sewage, electrical, gas and water distribution systems; determine emergency sources of electricity, gas and potable water.

E. Coordinate with other public works, water, and utilities as necessary.

F. Determine resources available and evaluate the capability to perform required response operations.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Provide technical assistance in evacuation or movement-restriction planning and in determining the most viable transportation networks to, from and within the incident area as well as alternate means to move people and goods within the area affected by the incident.

B. Work with industry partners to assess the damage to the transportation infrastructure, analyze the impact of the incident on transportation operations regionally, and report promptly as changes occur.

C. Determine and prioritize services for children and their families, as well as individuals with disabilities and others with access and functional needs.

D. Evaluate the availability of personnel, materials, supplies, and equipment that can be provided to respond and to commit available resources.

E. Select and contact appropriate personnel.

F. Designate personnel authorized to enter the affected area and provide this information to the EOC, Law Enforcement, and other agencies.

G. Dispatch required available resources.

H. Clear emergency routes and arterial streets to facilitate the movement of emergency equipment, with priority to evacuation routes.

I. Establish detour routes.

J. Close off storm sewers, as needed.

K. Conduct or oversee emergency shutdown of utilities to prevent damage; monitor condition of sewage, electrical, gas and water distribution systems; determine emergency sources of electricity, gas and potable water.

L. Create an expanded workforce through emergency contracts.

M. Provide program assistance and expertise as appropriate and in coordination with other ESFs/agencies.

N. Advise resource members of anticipated needs and support required and request additional resources if necessary.

O. Continue damage assessment and confirm and report the level, severity, and extent of involvement.

P. Recommend priorities for the repair of damage.

Q. Assign/obtain resources to implement public works infrastructure protection.

R. Coordinate interagency response activities with disaster prevention activities.

S. Provide available emergency traffic control equipment such as barricades, flashers and cones.

T. Establish and manage disposal sites.

U. Conduct or oversee debris removal and disposal.

V. Coordinate outside contractor activities associated with disaster response.

W. Maintain communication with prediction and protection agencies, i.e., Weather Service, Corps of Engineers, etc.

X. Provide and coordinate public information through the Pueblo County Sheriff's Office PIO or the EOC and JIC, if activated, in support of ESF 15.

Y. Coordinate with law enforcement personnel for maintaining the security of facilities and supplies (ESF 13).

Z. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery:

A. Complete preliminary damage assessment.

B. Restore services in priority order.

C. Manage support services to facilitate property owner assistance efforts.

D. Provide survey services for public and private needs.

E. Initiate or complete temporary emergency repairs, as needed.

F. Assist in compiling final damage assessment reports.

G. Coordinate and compile damage report from assessment teams.

H. Evaluate infrastructure vulnerability and develop a plan to mitigate.

I. Initiate post-event inspection and maintenance of vehicles and equipment as necessary.

J. Upon conclusion of Public Works response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

A. **Public Works Departments.** Act as first responders in emergencies where public works support is required.

   1. Provide technical assistance in evacuation or movement-restriction planning and in determining the most viable transportation networks to, from and within the incident area as well as alternate means to move people and goods within the area affected by the incident.

2. Work with industry partners to assess the damage to the transportation infrastructure, analyze the impact of the incident on transportation operations regionally, and report promptly as changes occur.
3. Create an expanded workforce through emergency contracts.
4. Evaluate the availability of personnel, materials, supplies, and equipment that can be provided to respond and to commit available resources.
5. Provide communication networks through vehicle-based two-way radios.

B. **Pueblo County Sheriff's Office, Emergency Services Bureau**. Coordinate activities specified in this ESF to support field response and recovery.

C. **Law Enforcement Agencies**. Provide security for transportation assets; assist and direct evacuation.

D. **Colorado Department of Transportation (CDOT)**. Administers state government transportation responsibilities in the state. CDOT is responsible for maintaining 9,144-mile highway system.

E. **Metro Districts.** Metro Districts provide distinct and varying levels of service as described in the Public Works and Water/Wastewater Utilities entries.

F. **Utility (Power) Companies.**

1. Respond to incidents concerning energy production and distribution.
2. Analyze incident or potential incident conditions, needs, and requirements. Recommend to the EOC functions which should be reduced, maintained, or strengthened during the emergency period.
3. Coordinate repairs and energy security with available internal and mutual aid resources.
4. Determine additional resource needs. Requests for support should be made through the Pueblo County EOC.

G. **Water/Wastewater Providers.**

1. There are multiple water and wastewater entities in Pueblo County. They include:
   a. Avondale Water and Sanitation District
   b. Colorado City Metropolitan District/Town of Rye
   c. Town of Boone Sanitation District
   d. City of Pueblo (Board of Water Works)
   e. Meadowbrook Mobile Home Park
   f. Pueblo West Metropolitan District
   g. St. Charles Mesa Water District
   h. St Charles Mesa Sanitation

i. O'Neal Water Company

2. Water and wastewater utilities are responsible for normal and emergency operations of their facilities within their capabilities and IAW regulatory requirements and statutes.
3. If necessary, they may request assistance in emergency response operations from the Pueblo County EOC. They may also be requested to assist within their capability to support.

Emergency Support Function (ESF) 4, Firefighting

Primary Agency: Fire Departments and Fire Districts of the affected geographical area

Supporting Agencies: Mutual Aid Fire Departments/Districts, EMS, Pueblo County Sheriff's Office, Law Enforcement Agencies, Public Works of the Affected Area, Local Hospitals, Colorado Parks and Wildlife, Division of Fire Prevention and Control, State Agencies, Military Installations, Pueblo Interagency Fire Dispatch Center

PURPOSE

The purpose of ESF 4 Firefighting is to establish an effective system for the coordination of resources to ensure a coordinated response from multiple agencies that would be involved in incident response for the suppression and extinguishment of fires in urban, rural, and wildland-urban interface areas within Pueblo County.

SCOPE

The policies and concepts in this ESF apply to all Fire Departments, Fire Protection Districts and supporting agencies following an incident of a national or local disaster that affects resources utilized to fight various types of fires encountered by our firefighters.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. A major disaster or emergency may occur in the urban, rural or wildland interface zone in Pueblo County. Fire(s) may be the primary cause of the incident or may be secondary to another situation. Fires resulting from or independent of but occurring coincidently with a major disaster or emergency may place a heavy demand upon the resources available to the local departments.

B. Fires may have the potential to grow rapidly, causing extensive damage, and pose a significant threat to life and property. Fires may be contained within a structure, transportation container, fixed containment or may occur in the prairie, forest, or other wildland vegetation. Based on assessment and analysis of the situation and the duration of the event, Pueblo County may request a declaration be made requesting assistance from State and Federal resources.

C. The chief of the fire department in each Fire Protection District in the state is responsible for the management of wildfire in the district that is within the capabilities of the Fire Protection District to control or extinguish.

D. The Pueblo County Sheriff is the fire warden for the county and the individual ultimately responsible for controlling and extinguishing wildfires occurring in the unincorporated area of the county and wildfires occurring within a Fire Protection District that exceeds the capabilities of the Fire Protection District.

E. Any major incident begins locally within a fire jurisdiction, and as the situation mandates, additional assistance would be requested.

F. Wildland fires occur in wildland fuels (prairie or forest vegetation) or a combination of wildland and man introduced fuels such as buildings and other improvements (wildland/urban interface). Wildland fires have the potential to grow rapidly and may involve or threaten human life, residential housing, other improvements, and natural resources. Wildland fires may threaten critical human infrastructures such as water supplies, communications, and transportation.

G. Pueblo County has a significant wildland-urban interface. Many homes are built in areas where natural vegetation has been allowed to remain and is a threat to the homes in those areas.

H. The fire departments response to such situations must be rapid to be effective. These events may be widespread and may require all fire department resources, including mutual aid, to be committed very quickly and for an extended period.

I. Fire Department personnel are trained in effective and efficient firefighting techniques. They have the proper equipment required to perform operations, and procedures are established to enable deployment of equipment and personnel resources to all firefighting incidents.

J. The management of a large firefighting operation can be complex, often involving many resources and many different agencies and jurisdictions. Successful suppression will require organized interagency cooperation.

K. Through activation from the Pueblo County EOC, ESF 4 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.

   1. At the request of the Incident Commander, when available local and mutual aid resources are exhausted, the IC will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

   2. These resources may include management assistance in the form of a local Incident Management Team or a National Type II or Type I Incident Management Team.

L. Incident Priorities:

   1. Life Safety: Activities required to protect people, remove those who are threatened or treat the injured.

   2. Incident Stabilization: Activities required to stop the forward progress of the hazard and to stabilize the event.

   3. Property Conservation: Activities required to stop or reduce primary or secondary loss to property.

M. The routine exercise of experience and expertise provides the ability to protect lives and property effectively. Continued strategic planning, sustained training regimens, an appropriately equipped workforce, and routine exercise of response plans are key components in assuring success in the mitigation of wildland fire incidents.

N. Each fire department and fire district within Pueblo County operates within their local policies and procedures based on incident type.

O. Agencies will develop inter-agency and inter-jurisdictional agreements with similar agencies to expedite resource mobilization when additional assistance is needed.

P. Follow policies outlined in the Pueblo County EOP as the situation mandates.

Q. Mobilization centers, staging areas, receiving and distribution sites, key operational support facilities, and necessary staffing will be identified.

R. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

S. All supporting agencies will ensure continual operational readiness.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Provide a representative to the EOC, as requested.

Incident Assessment:

A. Receive Incident Commander's assessment of fire severity.

B. Receive Incident Commander's resource needs determination.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Initial attack operations will be accomplished using normal standard operating guidelines utilizing the Incident Command System techniques.

B. Determine resources available and evaluate the capability to perform required response operations.

C. As necessary, coordinate for additional resources from established mutual aid and intergovernmental agreements agencies. Requests for mutual aid resources will be accomplished by the Incident Commander.

D. At the request of the Incident Commander, when available local and mutual aid resources are exhausted, notify the EOC of the need for additional aid and support from state, multi-state, or federal resources. Requests for resources beyond mutual aid will be accomplished through the Pueblo County Sheriff serving as the County Fire Warden.

E. Resources necessary for activities other than fire suppression will be requested through the Pueblo County Sheriff's Office or EOC if activated.

F. Develop a plan for continuity of services and continued operations during extended events.

G. Provide and coordinate public information through the Pueblo County Sheriff's Office PIO or the EOC and JIC, if activated (ESF 15).

H. Coordinate with law enforcement personnel for maintaining the security of facilities and supplies (ESF 13).

I. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery:

A. Upon reduction in resource requirements or conclusion of response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

A. **Primary Department – Fire.**

1. Respond to life and property threatening fires with available resources from the fire department or fire district.
2. Establish an incident or unified command structure to effectively manage firefighting operations and support other agencies involved in the incident.
    a. Assess fire severity and determine resource needs and develop an Incident Action Plan (IAP).
    b. Establish safety procedures for each event.
    c. Initiate fire suppression activities.
    d. Identify evacuation areas and communicate this information to the appropriate law enforcement agency for implementation.
    e. Determine any additional resources needed to mitigate the incident and initiate the request expediently.
    f. Communicate with Pueblo County Sheriff, and if necessary, the Pueblo Interagency Fire Dispatch Center (PIFDC) for resource requests exceeding local mutual aid. PIFDC should also be used to make requests for local mutual aid from State and Federal agencies or to request resources provided by the Wildfire Emergency Response Fund (WERF).
3. Coordinate the incident with the EOC and other appropriate support groups.
4. Develop a plan for continuity of services during extended events.
5. Train all personnel to perform firefighting operations and maintain safety in wildland fire incidents.
6. Develop operational procedures for wildland incidents.
7. Develop mitigation and public education procedures to reduce risk.

B. **Mutual Aid Fire Departments and Fire Protection Districts.**

1. Support fire suppression operations by providing personnel and apparatus as needed.
2. Assist in establishing a communication network as needed.
3. Participate in Unified Command if appropriate.

C. **Emergency Medical Services.**

1. Provide emergency medical care to the responders during an incident.
2. Provide emergency medical care and transportation to the Pueblo County community.

D. **Pueblo County Sheriff's Office.**

1. The Pueblo County Sheriff is the fire warden for the county.
2. Coordinate the resources necessary to support the fire department's needs.
3. Support the objectives related to the Incident Action Plan (IAP).
4. Activate the EOC and staff the center with the personnel essential to the incident.
5. Coordinate activities with other government agencies in support of the incident.
6. Manage the financial and logistics aspects of the incident.
7. Provide technical assistance to outside departments or agencies assisting with the incident.
8. Supervise departments and agencies assigned to the incident.

E. **Law Enforcement.**

1. Provide scene and equipment protection in support of firefighting operations.
2. Establish scene perimeters allowing only essential access by appropriate individuals.
3. Develop site-specific scene security and consider credentialing.
4. Play a key role in the unified command structure.

F. **Public Works.**

1. Ensure the continuation of critical services.
2. Provide resources in support of firefighting activities.

G. **Local Hospitals.**

1. Provide support to the ESF 4 Firefighting, as requested.

2. Be prepared to treat MCI patients.

H. **Colorado Parks and Wildlife.**

1. Provide support and information for wildland incidents involving State Parks.

2. Provide law enforcement support.

I. **Colorado Division of Fire Prevention and Control (DFPC).**

The mission of the Colorado DFPC is to safeguard those who live, work, learn and play in Colorado, by reducing threats to lives, property, and the environment. The Division safeguards the public through fire prevention and code enforcement; wildfire preparedness, response, suppression, coordination, and management; training and certification; public information and education; and technical assistance to local governments. This mission is accomplished through the development and maintenance of relationships and cooperative delivery of various statewide fire prevention, protection and suppression programs that support local governments as well as state and federal agencies for delivery of services to the citizens of Colorado.

J. **Military Installations.**

1. Incident Command for fires on their jurisdiction.
2. Provide mutual aid assistance, as requested by the incident commander.
3. Provide technical assistance in civil engineering and damage assessment.

K. **PIFDC.**

1. Contact PIFDC for resource requests exceeding local mutual aid.
2. PIFDC should also be used to make requests for local mutual aid from State and Federal agencies or to request resources provided by the WERF.

Emergency Support Function (ESF) 5, Emergency Management (EM)

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: All Public and Private Stakeholders

PURPOSE

The purpose of this ESF is to identify emergency management functions as it relates to, response and recovery to incidents, emergencies, and disasters. ESF 5 is primarily responsible for the appropriate integration of local, regional and state personnel and agencies before, during, and after an incident.

SCOPE

The scope of this ESF is to describe overall emergency management activities in response to an emergency or a disaster. Such activities will consist of the ability to manage, organize, and coordinate emergency and non-emergency operations of the EOC in the event of a disaster or emergency. Along with assisting the local government, public, and private sector organizations in the coordination of their emergency plans, procedures, and checklists, as well as to serve as inter-governmental liaison and initiate formal requests for outside assistance from other jurisdictions. This ESF applies to the Primary Agency and any agencies supporting response operations in Pueblo County.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

Pueblo County adheres to an all-hazards approach in emergency management to prepare for the most likely events and ensure the capability to react and respond to unlikely events. In order to provide an effective response, and to mitigate potential problems, coordinate resources, communications, planning, and logistical needs; state and federal assets will need to be coordinated through an EOC.

A. Activation of the EOC may be required during an incident. The EOC may consist of one person, such as the EM Coordinator (in small events), a partial activation to include the agencies involved in the incident or full activation of the organizational structure for a large incident.

B. Pueblo County will ascertain impacts on children and families who will need additional assistance, as well as individuals with disabilities and others with access and functional needs and recommend methods to ensure they are included in response actions.

C. All individual agency/departments operations centers will coordinate activity, maintain communication with and support the Pueblo County EOC if activated. The Pueblo County EOC, if activated, will be the overall coordination center during incidents in support of the on-scene Incident Commander(s).

D. PCSO EM Coordinator determines and activates the level of EOC staffing (levels 1, 2, 2+, or 3) and returns immediately to role of ESF 5, different and distinct from EOC Coordinator.

E. An Incident Command System will be established to coordinate on-scene incident response activity in compliance with the NIMS. It is understood that the EOC and ESF 5 representation is not responsible for tactical field operations and exists to support the Incident Commander.

F. Responders will continue to operate under the respective policies of their agency.

G. Any incident which results in the activation of the EOP and staffing of the EOC is likely to exceed local resources, and ESF 5 must quickly assess requirements for initial response and the subsequent 24 hours of operations. When available local and regional (mutual aid) resources are exhausted, ESF 5 will request additional aid and support from state, multi-state, or federal resources.

H. Permanent residents, along with tourists, or other transients, may be affected by an incident occurring within Pueblo County.

I. A need for public information or instruction will exist.

J. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

K. Pueblo County is home to vulnerable populations who may need additional assistance, including children and families, individuals with disabilities, and others with access and functional needs.

CONCEPT OF OPERATIONS

Initial Notification:

A. Upon notification of an incident, activate the EOP and establish contact with Incident Command to obtain initial briefing.

B. Notify PCSO EM Coordinator, State Regional Field Manager and if appropriate, FEMA field office.

C. Determine the activation level of EOC and launch EOC Staff level alert.

D. Assign Command roles inside the EOC.

E. Ensure the incident if properly created in WebEOC following the naming of the event by the Incident Commander.

F. Determine displays of pertinent information by using computer system displays, maps, charts, storyboards, etc.

G. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

H. Ensure copies of all information to be compiled into a master log of the event.

Incident Assessment:

A. Evaluate the type and scope of the incident about the need for response and recovery actions related to incident response (e.g., lifesaving, transport, evacuation, treatment of the affected population, incident stabilization, protection of property, etc.).

B. The ESF 5 representative will work with the senior policy official present and the CO-DHSEM Regional Field Manager to conduct an initial complexity analysis of the incident. The results of that analysis will be used to inform regional and state partners of anticipated resource requirements and potential impact on their jurisdictions.

C. Provide the information, as appropriate, such as input for reports, briefings, displays, public information activities, and plans.

D. The ESF 5 representative will draft a County Disaster Declaration if initial incident assessment and complexity analysis dictate. Additionally, ESF 5 will recommend and assist other jurisdictions in the preparation of local Disaster Declarations if needed.

Incident Command and Incident Support:

A. In consultation with the IC and ESF 2, ESF 5 will outline the communications and reporting plan for the incident.

B. The ESF 5 representative will act as the primary point of contact with the IC or designated liaison using the means which best supports the incident.

C. ESF 5 will ensure the posting of a 911 Communications Officer is seated near the ESF 5 representative to assist in monitoring tactical communications.

D. Work in conjunction with the IC to establish a credentialing system for use at staging, VIP, re-entry, and other incident specific needs.

E. ESF 5 will monitor the progression of an incident and make recommendations to the EOC Coordinator and EOC Operations Section chief regarding EOC priorities, considerations for the staffing of a Disaster Assistance Center/Re-entry Center and planning for the transition to recovery.

F. Work with Incident Command to secure additional resources/support when local resources are exhausted or become limited, including planned, state, federal, and private resources.

G. Provide a gross assessment of incident impacts including the identification of boundaries of the damaged area, and the distribution, type, and severity of damages, including; the status of lifesaving activities and critical facilities.

H. Monitor impact on critical infrastructure and key resources. Coordinate with partners to support recovery efforts.

Demobilization, Re-entry, and Recovery:

A. Plan for re-entry of residents to disaster area(s).

B. Continue long-term response and coordination of resources.

C. As the situation permits, demobilize response resources, including those obtained through mutual aid.

D. Provide required briefings and submit reports.

E. Work with Planning Section Chief to collect and centralize all documentation.

ORGANIZATION AND RESPONSIBILITIES

Regardless of the management framework utilized, and the individual tasks assigned, the following activities are the basic underlying responsibilities assigned to ensure preparedness and effective response; each agency or organization is tasked to accomplish, to the best of their ability, their assigned responsibilities.

All agencies and organizations with responsibilities identified in this section of the EOP are responsible for, developing the internal procedures and standard operating procedures, and for carrying out the following assigned lead and support functions:

A. Identify, assign, and train personnel to execute missions in support of the EOP, during periods of activation.

B. Maintain contact with the EOC, and provide information pertinent to the incident, and any appropriate updates, during periods of activation.

C. Coordinate activities and maintain communication with the PCSO-ESB and EOC, if activated, during all emergency operations.

D. Provide an agency representative to the EOC, as requested.

E. Provide information and coordinate any public announcement, statement, or press release through the EOC or JIC, if activated.

F. Provide program assistance and expertise as appropriate, and in coordination with, other agencies.

G. Activate agency or organization continuity of operations and recovery plans, as needed. Establish emergency supplies including food, water, blankets, electrical generators, communications equipment, etc., and provide them to EOC staff for continued operations and shelters, as necessary.

H. Develop and maintain MAAs, MOUs, Intergovernmental Agreements (IGA), and other necessary documents or relationships, to ensure continuity of inter-agency cooperation and define responsibilities.

I. Provide all requested information before, during, and following an incident to the Pueblo County Sheriff's Office Emergency Services Bureau.

Emergency Support Function (ESF) 6, Mass Care, Sheltering, and Human Services

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: CO-DHSEM, Colorado Department of Human Services (CDHS), TSA, Southern Colorado Volunteer Organizations Active in Disasters (SOCOVOAD) or other VOADs, Pueblo Department of Public Health and Environment (PDPHE), Colorado Department of Local Affairs (CDOLA), other Non-Governmental Agencies (NGO), FEMA Region VIII, other Federal Agencies, private sector

PURPOSE

The purpose of ESF 6 Mass Care, Sheltering, and Human Services is to activate multiple agencies that assist in the provision of mass care and emergency sheltering for those affected by a disaster. This assistance will support the delivery of mass care services as needed for feeding, emergency first aid, sheltering, disaster welfare information, and bulk distribution of emergency relief items for all affected persons, without discrimination. Utilizing the framework of a Multi-Agency Sheltering Plan will ensure efficiency and cooperation between emergency management officials and the multiple partners in sheltering activities and complies with the NRF and the Colorado State EOP (SEOP).

SCOPE

A. This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

B. Provide a broad program of mass care services and disaster relief to all affected by the disaster.

C. Focus on meeting the urgent needs of those affected by disaster on a mass care basis through multiple agency cooperation.

D. ESF 6 Mass Care, Sheltering, and Human Services encompass:

1. Feeding – Feeding will be provided to emergency workers and those affected by disaster through singular or a combination of; fixed sites, mobile units, and bulk distribution and obtained through various resources/agencies. Feeding operations will be based on sound nutritional standards and will include meeting the requirements of disaster victims with special dietary needs.

2. Emergency First Aid – Emergency First Aid will be provided to emergency workers and citizens affected through the ESF 8 function of the Pueblo County EOP.

3. Sheltering – Emergency sheltering will include the use of pre-identified shelter sites, creation of temporary facilities or temporary construction of shelters, or similar facilities outside the disaster-affected area as necessary for evacuation.

4. Disaster Welfare Information (DWI) – DWI for those affected will be collected and provided to immediate family members and to aid in reunification of family members.
5. Bulk Distribution of Emergency Relief Items – Sites will be established within the affected areas for bulk distribution of emergency relief supplies to meet the urgent needs of those affected.
6. ESF 6 does not include recovery activities. See Appendix 10.
7. The use of Americans with Disabilities Act (ADA) compliant facilities of evacuation centers and overnight shelters are required to accommodate the disabled, and populations with access and functional needs including children and the elderly. This includes the need to include provisions for caregivers, mobility devices, other durable medical equipment, or service animals with the affected population.

SITUATION AND ASSUMPTIONS

A. Colorado recognizes the ARC as the primary organization that delivers sheltering support, coordination, and management in a disaster. In some circumstances that prevent the Red Cross from responding with the first 72 hours of a disaster, ESF 5 will assume responsibility for the coordination and accountability for the oversight, maintenance, and costs of the shelter until the ARC can assume management and oversight activities, as requested.

B. In the event of a disaster, food, first aid, sheltering, disaster welfare information, and bulk distribution of emergency relief items may be needed individually or all at the same time without warning.

C. Disaster events may require a preplanned, immediate, and automatic response from all cooperating agencies depending on the magnitude of the disaster.

D. All supporting agencies providing mass care and relief will perform according to their agency regulations and procedures.

E. Individuals in the area at the time of the disaster, those remaining in their homes, and those staying with friends or relatives may require mass care services.

F. Mass care shelters may require a structural inspection to ensure the safety of occupants. The EOC will coordinate with required agencies to facilitate such inspections on a priority basis.

G. A safe, accessible, and environmentally protected congregate facility may be required for use by populations displaced by an incident or event. These facilities are planned for durations typically not to exceed 72-hours. This phase will be handled by ESF 5 and ESF 6 liaison in coordination with ESF 8, the ARC or local NGOs from within available local resources. Facilities used include, but are not limited to, schools, places of worship, recreation centers, fire halls, community buildings, etc.

H. All supporting agencies will act in accordance with Colorado's Anti-Discrimination Act.

I. The use of ADA compliant facilities for evacuation centers and overnight shelters are required to accommodate the disabled, and populations with access and functional needs, including children and the elderly. This includes the need to include provisions for caregivers, mobility devices, other durable medical equipment, or service animals with the affected population.

J. Livestock sheltering needs will be coordinated by in accordance with the CART Appendix or through ESF 11.

K. In case of a catastrophic event, ESF 5 and ESF 6 will use multi-agency coordination and prioritization for allocation of resources.

L. Through activation from the Pueblo County EOC, ESF 6 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.

M. When available local and mutual aid resources are exhausted, ESF 6 will notify the EOC of the need for additional aid and support from the state, multi-state, or federal resources IAW the Pueblo County EOP, and Colorado EOP.

N. Agencies participating in sheltering operations will share information through pre-existing channels, such as WebEOC, Google group, teleconference, etc.

O. Information and resources will be provided in formats accessible to those affected. Resources and agencies may include but are not limited to the TSA, ARC, other VOADs, or agencies designated by the ESF 5 or 6 liaison.

P. The Disaster Welfare Information system will be used to assist in unification or reunification with family members.

Q. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

CONCEPT OF OPERATIONS

Initial Notification:

A. ESF 6 will be activated upon request of the Pueblo County EOC.

B. The Pueblo County EOC may designate a Voluntary Agency Liaison (VAL) to staff and coordinate specific supporting agencies.

Incident Assessment:

A. The VAL will work with the emergency management staff within the EOC to determine mass care, feeding, and shelter needs as the situation requires.

B. Evaluate available resources that best meet the criteria outlined in the assumptions and the specifics of the incident to recommend the best available sheltering options.

Incident Command and Incident Support:

A. Evaluate and initiate feeding programs as dictated by the situation. Feeding programs are initiated by the ESF 6 Liaison and will include Colorado Care and Share Food Bank, CDHS for the Disaster Supplemental Nutrition Assistance Program (D-SNAP) and other

feeding programs), The Salvation Army Emergency Disaster Services, Colorado Baptist Disaster Relief (CBDR), Catholic Charities of Central Colorado, Volunteers of America-Nutrition Services, and other NGOs as applicable. Coordination with ESF 11 may be needed for nutrition assistance and food supplies. All entities will respond in accordance with the requirements of their internal policies, including sanitation, and cooperation with emergency management officials.

B. Evaluate and initiate mass care and sheltering programs as dictated by the situation.

C. Once a shelter is designated, the shelter lead will coordinate with ESF 8, and work closely with other supporting agencies, VOADs, NGOs, private sector and government organizations that provide necessary resources and relief to run the shelter in a safe, sanitary, and accessible environment for individuals affected by the disaster.

D. The ARC will coordinate with ESF 8 for all medical sheltering needs, in a shelter or if outside stabilization is needed.

E. Service and companion animals will be co-located if an appropriate facility and resources are available and will be coordinated in accordance with the CART Appendix.

F. Unaccompanied Minors: Pueblo County is responsible for the welfare and temporary custody of unaccompanied minors and supports the safety and needs of children separated from parents or legal guardians and parents or legal guardians seeking missing children during a disaster.

   1. Coordinate with the appropriate agencies and organizations for the temporary care and shelter of unaccompanied children.

   2. Confirm that background checks have been conducted and fingerprints collected for all individuals with access to unaccompanied minors.

   3. Coordinate with law enforcement and the judicial system to ascertain the legal responsibilities of various agencies. The National Center for Missing and Exploited Children (NCMEC) has a database and resources to support reunification and must be requested by the applicable state representative.

G. Family Reunification: Provisions will be made for shelter residents to receive assistance for family reunification if needed, and to include the management of unaccompanied minors. The Red Cross may activate the Safe and Well linking database. Red Cross will coordinate with local jurisdictions and appropriate public information source as released through the JIS as to a collaborative reunification approach for reporting and the processes and procedures for reunification management.

Demobilization, Re-entry, and Recovery:

A. As shelter requirements diminish, reevaluate mass care and sheltering needs, and close or scale down shelters as dictated by the situation.

B. In case long-term housing beyond the shelter phase is necessary, coordinate with ESF 5, CDOLA, and the ARC.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

A. **CO-DHSEM.** Under the Colorado Department of Public Safety (CDPS), is the lead emergency planning and coordinating agency in Colorado. CO-DHSEM is responsible for providing preparedness, response, and recovery guidance to mass care agencies and organizations that assist residents in a disaster. CO-DHSEM is responsible for maintaining the Colorado SEOP, which identifies primary and support agencies roles and responsibilities related to mass care. Upon request of local partners/stakeholders, CO-DHSEM coordinates information and resources in support of shelter activation and operations.

B. **Voluntary Agency Liaison (VAL).** CO-DHSEM will designate a VAL to work with Colorado Volunteer Organizations Active in Disasters (COVOAD), SOCOVOAD, the Red Cross, ESF 6 and ESF 8, to provide additional resources to the shelter.

C. **CDHS.** CDHS is the primary agency responsible for coordinating ESF 6 activities, which include Mass Care, Emergency Assistance, Housing, and Human Services. CDHS responsibilities include ensuring that food is readily available to areas where people have been affected in the event of a natural disaster. CDHS will designate an ESF 6 Coordinator to coordinate with mass care primary and support agencies to ensure local jurisdictions receive the needed resources to conduct sheltering and other mass care operations, and in arranging for a Disaster Assistance Center (DAC).

D. **ARC.** The Colorado SEOP designates the Red Cross as the lead voluntary agency responsible for sheltering operations. Red Cross will coordinate with ESF 6 and ESF 8 as well as other NGOs to address and meet the needs of residents impacted by the disaster. The Red Cross will work with the Pueblo County EM Agencies to designate shelter facilities and work closely with other partner agencies that may provide the necessary resources to run a shelter.

E. **Red Cross Government Operations Liaison.**

The Red Cross will provide a government liaison during SEOC activations. This person is responsible for ensuring that Red Cross activities are aligned with, supportive of, and complementary to government. They will effectively represent the Red Cross to external partners, manage internal and external expectations, establish, and monitor situational awareness and seek, collect, evaluate, and communicate critical information, especially within the EOC. Responsibilities include, but not limited to:

1. Work closely with ESF 6 lead and provide agreed upon mass care related Red Cross reports to include but not limited to Initial Incident Reports, Incident Action Plans (IAP) Situational Report Summaries, National Sheltering System data, Meals provided, Distribution of Emergency Supplies and other data as may be requested and agreed upon between the SEOC and the Red Cross.
2. Gather and share Essential Elements of Information (EEI) from Red Cross to government and government to Red Cross within agreed upon time frames.
3. Identify resource capabilities and shortfalls and needs that cannot be met and communicate to ESF 6 lead.
4. Serve as Mass Care/ESF 6 subject matter expert (SME) or participates in planning and reporting.
5. Additionally, the Red Cross may provide a Division Disaster State Relations Director (DDSRD) as an additional resource to ensure coordinated planning at the state level with affected FEMA Region VIII.
6. Participates with Voluntary Agency Liaison and NGO partners in the State Emergency Operations Center (SEOC) in planning efforts, evaluating unmet needs, and communicating to Recovery Leadership.

F. **Local Offices of Emergency Management (OEMs).** Pueblo County Sheriff's Office Emergency Service Bureau, through ESF 5 is responsible for the coordination of disaster response within their jurisdiction and for coordinating and supporting shelter operations with the Red Cross. If shelter operations require resources that are beyond the capability of the local jurisdiction, ESF 5 will request assistance from ESF 6 through the SEOC, WebEOC, or the Local Red Cross Chapter.

G. **COVOAD.** Coordinates the provision of an invaluable array of social services and financial support for sheltering and housing. COVOAD will work with the Voluntary Agency Liaison (VAL) from CO-DHSEM and SOCOVOAD, coordinated with the ESF 6 Coordinator to ensure that COVOAD and SOCOVOAD partners are actively engaged in response activities as appropriate.

H. **CDOLA.** CDOLA is responsible for helping the local OEMs determine locations for the Multi-Agency Resource Centers (MARCs), long-term housing, and recovery. CDOLA can offer a variety of housing-related resources for those impacted by the disaster. The housing-related resources fall into the Interim and Permanent housing categories.

I. **Colorado Department of Agriculture (CDA).** CDA will be the lead in livestock sheltering and assist in domestic pet sheltering and respond to animal health issues in support of the CART Appendix or ESF 11.

J. **Colorado Department of Public Health and Environment (CDPHE).** ESF 8 – Public Health and Medical Services will provide environmental health inspectors to conduct health-related inspections during shelter operations. ESF 8 will coordinate medical sheltering or find appropriate locations/facilities for individuals who have other needs

that cannot be appropriately met at the shelter. ESF 8 will provide oversight and management of any potential or actual epidemiological sheltering concerns.

Emergency Support Function (ESF) 7, Logistics Management and Resource Support

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: Pueblo County Budget/Finance Departments, Pueblo County Department of Human Resources, City of Pueblo Budget/Finance Department, City of Pueblo Human Resources Department, City of Pueblo Purchasing Department, all agencies providing resources or support

PURPOSE

ESF 7 establishes the policies and procedures to provide county-wide coordinated logistical and resource management support to emergency response or recovery efforts affecting Pueblo County.

SCOPE

A. The scope of this ESF is to provide for direct and active support to emergency response and recovery efforts during the initial response phase following a disaster. This support includes locating, procuring, and issuing resources. It also provides for the logistical support for requirements not specifically identified in the other emergency support functions and may include resources unique to the emergency itself. Resource mobilization starts locally and progresses to the county, then to the state and, if required, the national level.

B. This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

C. ESF 7 applies to all participating agencies, (primary, supporting, and Emergency Support Functions) during all-hazards incidents.

D. When an incident exceeds local capacity in size or complexity, local jurisdictions may require additional resources. Neighboring jurisdictions, through mutual aid agreements, will normally provide this assistance. However, some incidents, due to size or complexity, may exceed both local and county capacity and require additional resources.

E. The State EOP (also known as the Colorado Hazard and Incident Response and Recovery Plan) sets forth procedures for the mobilization, deployment, coordination, tracking, cost accounting, and demobilization of resources during all-hazards incidents that require resources beyond those available under any inter-jurisdictional or mutual aid agreement.

SITUATION AND ASSUMPTIONS

The County is faced with several hazards that may require resource support. Considerations that should be considered when planning for and implementing ESF 7 activities include:

A. Resource management involves the provision of services, personnel, commodities, equipment, and facilities to assist during the response and recovery phases of an emergency or disaster.

B. If two or more incidents compete for specific resources, it will be the decision of the EOC Coordinator and Operations Chief, with guidance from the Executive Policy Group, as to which incident resource order is filled.

C. Equipment and supplies may be provided from current inventory or, if necessary, from commercial sources, using locally available sources when possible.

D. Through activation from the Pueblo County EOC, all responding agencies will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.

E. Individual county departments will maintain a current departmental inventory of critical resources concerning their operations. Those agencies will also flag any resources that may require procurement. These departments should also collect and record information on the utilization of labor, materials equipment, and other disaster-related cost.

F. During response operations, acquisitions of these resources may be supported be pre-existing Memorandums of Understanding and Intergovernmental Agreements and contracts. Agencies will develop inter-agency and inter-jurisdictional agreements with similar agencies to expedite resource mobilization when additional assistance is needed.

G. The EOC will meet initial resource requirements using locally owned, contracted, and mutual aid resources.

H. When available local and mutual aid resources are exhausted, the IC will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

I. During disaster situations, competition for similar resources will occur. A tracking system will be used to locate and follow available resources and their status.

J. All agreements and understandings entered into for the purchase, lease, or otherwise use of equipment and services, will be in accordance with applicable laws, policies, and procedures.

K. Each agency addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

L. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

M. Hazards Analysis Section in the Base Plan defines resource capability gaps.

N. Although there is no written resource management plan, resource allocation for disaster or emergency declarations are governed by the annual Pueblo County budget and Resolution 00-224.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. PCSO-ESB will determine the need to staff ESF 7; this position will be staffed based on incident assessment and coordination by EOC Coordinator and ESF 5.

Incident Assessment:

A. Identify available local resources.

B. Determine the appropriate allocation of resources in accordance with the Incident Action Plan (IAP), or incident commander's emerging needs.

C. Anticipate what resources are or may become critical during an incident.

Incident Command and Incident Support:

A. Ensure the use of the County 2133 Resource Request Form (213RR) to process, review, and track resource requests.

B. Review and forward resource requests to Operations for approval.

C. Input approved requests into WebEOC.

D. Use local resources, where available, to fill approved resource requests.

E. Coordinate with the South Region Field Manager when local resources have or will become overwhelmed.

F. Verify approved resources arrive at the staging area.

G. Provide all resource requests to planning section upon approval or denial.

H. Monitor and track available and committed resources involved in the incident.

I. Monitor and document mutual aid and the financial costs of providing resources to include costs of using county resources, purchasing, or contracting goods and services, transportation, and above normal staffing.

Demobilization, Re-entry, and Recovery:

A. Ensure accountability of remaining and released resources.

B. Transition to support long-term recovery operations (Appendix 10), as required.

C. Upon conclusion of response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

A. **PCSO – ESB.**

1. Responsible for planning, coordinating, and managing the resource support needed in an emergency.
2. Will maintain the resource database in WebEOC. Resources listed in this database include equipment, supplies, and human resources available within the City and County of Pueblo.
3. Will maintain and keep a current list of all Mutual Aid Agreements (MOU) and IGA with other agencies.
4. Provide resource tracking from inception through demobilization.

B. **Pueblo County and City Finance/Budget Departments.**

1. Provide standard operating procedures for accounting.
2. Provide tracking of expenditures during the emergency and recovery operations along with maintaining financial documentation for support.
3. Communicates with Operations and Logistics Chief on cost and budgets.

C. **Pueblo City and County Human Resources Departments.**

1. Provide hourly wage and benefit information for EOC employees and responders.
2. Be familiar with completion of Force Account Labor documentation, see Appendix 10 figure 2.

D. **Fire Departments/Districts.**

1. Create and maintain fire resource guides and inventory.
2. Provide personnel to the EOC to aid in the facilitation of fire support resources and tracking.
3. Gather and share essential information for situational awareness to determine what the field is needing and to be able to find available resources.

E. **All agencies providing resources or support.**

1. Develop inter-agency and inter-jurisdictional agreements with similar agencies to expedite resource mobilization when additional assistance is needed.
2. Coordinate activities, maintain communication with, and support the Pueblo County EOC, if activated.
3. Follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.
4. When available local and mutual aid resources are exhausted, initiate the Resource Request Form process to request additional aid and support from state, multi-state, or federal resources.

AUTHORITIES

A. Pueblo County Purchasing Policy dated September 27, 2005, approved by Board of County Commissioners Resolution 05-244 and amendments Resolution 17-112.

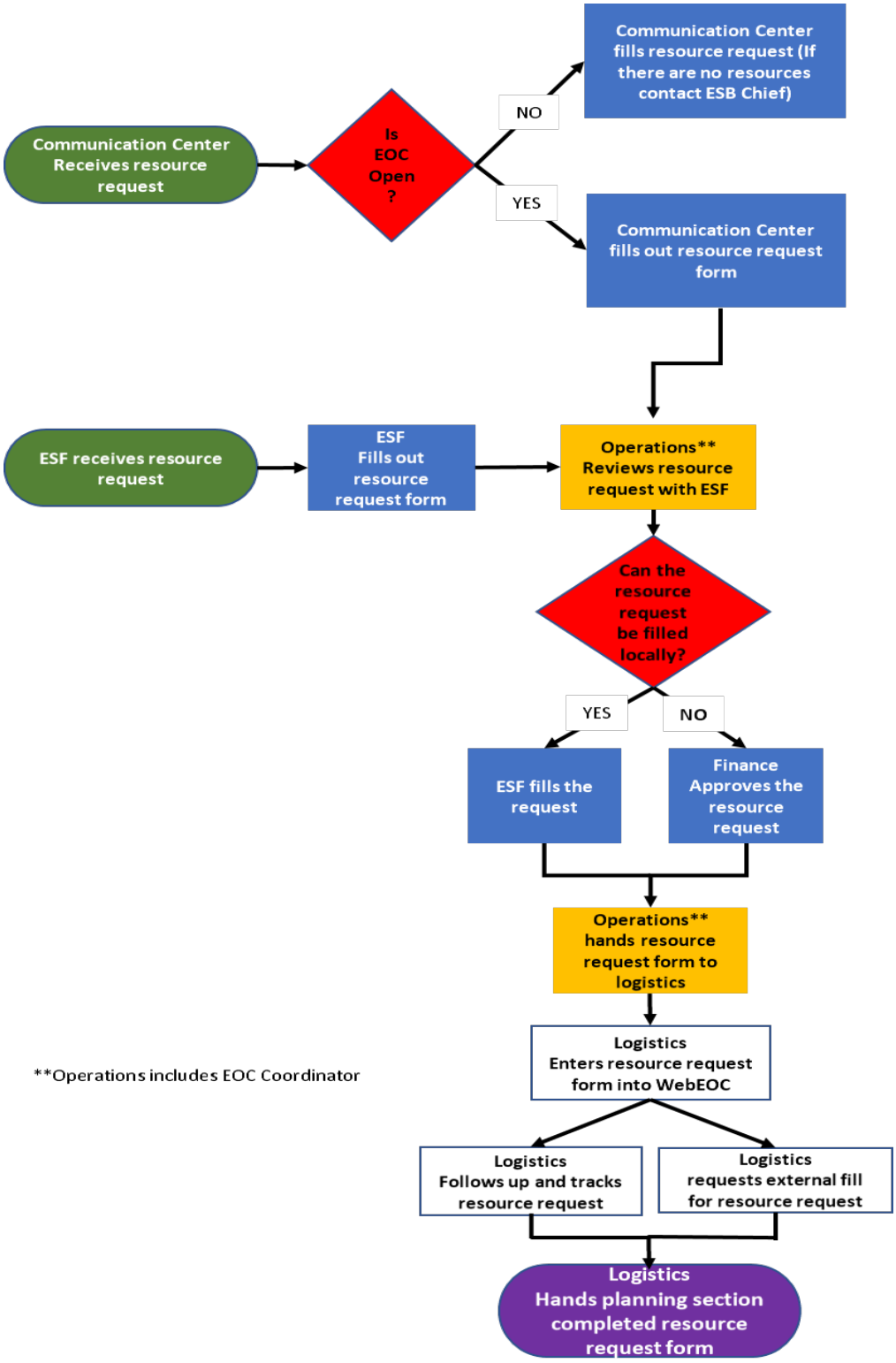
B. The approval for county or regional mutual aid agreements is the Board of County Commissioners and other County municipalities elected officials.

C. The Department of Planning and Development is also responsible for enforcement of the Pueblo County Code. Enforcement activities range from determining the permissibility of a specific use within a given zone district to pursuit of violations of zoning regulations through the Board of County Commissioners and ultimately District Court.

ESF Specific information

ESF 7 uses the below flow chart in conjunction with the Resource Request (RR) Form

Pueblo County Resource Request Process



**Operations includes EOC Coordinator

Resource Request Form (County 213RR)

Incident Name: _____ Date/Time: _____

Name/ESF: _____

1. For Communications Center or ESF Use Only

Detailed Description of Requested Resource/Capability:	
Requested Delivery/Reporting Location:	
Suitable Substitutes and/or Suggested Sources:	
Date/Time Needed:	

Priority: ☐Urgent ☐Routine ☐Low

Delivery POC: _____ Phone Number: _____

Requestor Name: _____ Agency: _____

2. For Operations, Finance and Logistics Use Only

Operations—Approval (Initials/Date/Time)	Finance—Approval (Initials/Date/Time)	Logistics—Receipt (Initials/Date/Time)

Operations Notes: _____

Finance Notes: _____ $

3. For Logistics Use Only

In WebEOC? ☐Yes WebEOC #: _____

Supplier/POC: _____

Supplier Phone Number: _____

Date/Time Supplied: _____

Notes: _____

4. For Planning Section Use Only

Plans—Receipt (Initials/Date/Time)	Plans—Demobilization (Initials/Date/Time)

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Emergency Support Function (ESF) 8, Public Health and Medical Services

Primary Agency: PDPHE

Supporting Agencies: Area Schools/Districts, Lead Agency for BH Services, Coroner, EMS, Pueblo Department of Social Services, Law Enforcement Agencies, Law Enforcement Chaplains, Local and State Veterinarians, Local Hospitals, Medical Reserve Corps, Higher Education Health/Medical Programs and Health Clinics, Pueblo County Sheriff's Office Comm Center, City of Pueblo Police Comm Center, Agencies with Transportation Assets, Pueblo County Sheriff, CDPHE, Colorado Parks and Wildlife, CSP Comm Center, CSU Extension Pueblo County, Veterans Administration (VA) Medical Center, ARC, SOCOVOAD, Humane Society Pikes Peak Region, TSA

PURPOSE

The purpose of this ESF is to provide a response and recovery actions related to lifesaving, transport, evacuation, treatment of the affected population, controlling the spread of contamination, disease control activities, preventing contamination of water and food supplies, and disposition of the dead.

SCOPE

The scope of this ESF is to detail how the Lead and Supporting Agencies will provide public health and medical services to the people of Pueblo County threatened or impacted by an overwhelming natural or humanmade disaster (i.e., terrorist attack, epidemic, or disease outbreak). ESF 8 should be activated whenever a disaster exceeds the normal and effective response capabilities of local and regional agency operations.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. Many disaster situations pose public health concerns. Depending on the nature of the incident, complications may include disease, sanitation problems, contamination of food and water, and community BH needs.

B. A disaster that causes mass casualties or fatalities almost always overwhelms local medical, health, and mortuary services capabilities.

C. The proper emergency medical response must be structured to provide optimum resource application while maintaining critical and essential day-to-day responsibilities.

D. Medical, Public Health, and BH Services may be provided by PDPHE, EMS, Local Hospitals and Clinics, County Coroner, doctors, nurses, and trained medical volunteers.

E. In accordance with the NIMS, each agency will designate a trained point of contact following the Incident Command System (ICS) to coordinate with the EOC.

F. ESF 8 can be activated at the request of the Board of County Commissioners, Pueblo County Sheriff or designee, Pueblo County Emergency Services Bureau or designee,

Governor of Colorado, or other state and national authorities. PDPHE, along with local officials and supporting agencies, will determine the duration period.

G. The ESF 8 staff will include:
    1. The PDPHE Director or designee
    2. ESF 8 Lead
    3. Environmental/Public Health Specialist (as required)
    4. BH Services Coordinator (as required)
    5. EMS
    6. Coroner (as required)

H. The PDPHE Director or designee will coordinate communication with health and medical facilities through the ESF 8 Lead.

I. SOP for each ESF 8 agency should include:
    1. Maintain personnel alerting and call-up roster.
    2. Maintain primary and secondary communication systems which will be tested twice a year, (the backup system may include ARES groups).
    3. Identify points of contact for the ESF 8 representative(s) empowered to make decisions at the EOC, as required.

J. Responders will continue to operate under the respective policies of their agency.

K. When available local and regional (mutual aid) resources are exhausted, ESF 8 will notify the EOC of the need for additional aid and support from the state, multi-state, or federal resources in accordance with the Pueblo County EOP, and Colorado EOP.

L. Each ESF 8 agency will use its system for tracking staff time and resources for possible reimbursement.

M. It is assumed that all agencies have EOP and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

N. ESF 8 should ascertain public health impacts on children and families who will need additional assistance, as well as individuals with disabilities and others with access and functional needs, with their specific health-related needs. They will then recommend methods to ensure they are included in response actions. Determine the need for and implement actions to decontaminate patients, including individuals with access and functional needs, children, and household pets and service animals for exposure to chemical, biological, nuclear, and radiological hazards both at the scene of the incident and at treatment facilities.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Provide representative(s) to the EOC, as required by the situation.

Incident Assessment:

A. Evaluate the type and scope of the incident with regard to the need for response and recovery actions related to lifesaving, transport, evacuation, treatment of the affected population, controlling the spread of contamination, disease control activities, preventing contamination of water and food supplies, and disposition of the dead.

B. Prepare to escalate to full and sustained operational status as required.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Select and contact appropriate personnel.

B. Designate personnel authorized to enter the affected area and provide this information to the EOC, Law Enforcement, and other agencies.

C. Dispatch required available resources.

D. Coordinate with and support other ESFs as necessary. (e.g., ESF 5, 6, 10, 11, etc.).

E. Arrange for the organization, staffing, security, and logistics of the distribution and delivery of antibiotics, antiviral medications, vaccines, or other medications needed in an emergency. (Refer to PDPHE EOP).

F. Establish a method to:

1. Monitor the situation, including infection control, in each health care provider facility within PDPHE's jurisdiction, doing this on-site as necessary and with assistance from the state health department as appropriate.

2. Assess and manage disease control measures in the community outside of the health care providers.

3. Assist in coordination with health care providers and county coroner, the disposal of human remains.

G. Implement quarantine protocol covered under Colorado Revised Statutes 25-1.5-102(1) if warranted. (Refer to PDPHE Epidemiology Response Plan).

H. Evaluate the need for and request as necessary alternate care facility.

I. Initiate BH Response Services, as appropriate. Refer to the BH Response Services Appendix for specifics.

J. Contact the CDPHE and health care facilities.

K. Determine anticipated needs and support required and request additional resources, if necessary.

L. Ascertain public health impacts on children and families who will need additional assistance, as well as individuals with disabilities and others with access and functional

needs, with their specific health-related needs. Recommend methods to ensure they are included in response actions.

M. Provide public health spokespersons responsible for providing advice and education on disease prevention, environmental sanitation, vector control, how to protect oneself, actions being taken to control the situation, and resolution of the situation. Coordinate public information through the Pueblo County Sheriff's Office PIO or the EOC and JIC, if activated, in support of ESF 15.

N. Coordinate with law enforcement personnel for maintaining the security of facilities and supplies (ESF 13).

O. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

P. Coordinate with the Designated Infection Control Officer (DICO), appointed by Pueblo County Sheriff's Office – Emergency Services Bureau, where appropriate, on issues related to infectious or communicable diseases and matters that could impact first responder safety within Pueblo County.

Demobilization, Re-entry, and Recovery:

A. As the situation permits, demobilize medical surge capacity, including mutual aid resources for medical facilities and equipment.

B. Transition to recovery, as required.

C. Upon conclusion of response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

A. **PDPHE.**

1. ESF 8 Lead functions:

   a. Maintain a situation status of medical and health operations and resources.

   b. Monitor and serve as a resource for medical activities.

   c. Contact all health and medical facilities and medical transporting agencies within Pueblo County.

   d. Facilitate health care facility requests for personnel, equipment, and supplies.

   e. Coordinate with BH agencies (i.e., Health Solutions, CMHIP, A Community Organization of Victim Advocates (ACOVA), VA Medical Center, and Law Enforcement Chaplains for counseling services.

f. Identify resources, fixed and mobile that can be used effectively to decontaminate injured individuals that have been contaminated by a biological, radiological, or chemical agent.

g. Work with agency representatives to adjust the patient population in hospitals and coordinate with other health care facilities to prepare for a disaster-related patient load or evacuation, if necessary, while continuing medical care for those that cannot be evacuated.

2. Environmental/Public Health Coordinator functions:

a. Implement action to prevent or control vectors such as flies, mosquitoes, rodents, and work with veterinarians/wildlife officers to prevent the spread of disease through animals.

b. Ensure the monitoring and evaluation of environmental health risks or hazards and take or assign appropriate corrective measures.

c. Coordinate inspection and monitoring for purity, usability, and quality control of vital food items, water, and other consumables.

d. Implement embargo procedures for food items, if warranted.

e. Coordinate detection and inspection of sources of contamination dangerous to the public's health.

f. Coordinate actions for removal and disposal of sewage, solid wastes (including dead animals), potentially hazardous and toxic chemicals or materials. (Coordinate with ESF 3, 10, and 11).

g. In support of ESF 6, coordinate the monitoring of food handling and mass feeding sanitation service in emergency facilities.

h. In support of ESF 6 ensure adequate sanitary facilities are provided in emergency shelters.

B. **Hospitals and Health Care Providers.**

1. Operate within the scope of their internal plans and established procedures for maximum effort conditions.

2. Inform the EOC ESF 8 Lead of capabilities and limitations related to prioritization of patient arrival, the need to divert patients to other sites when the current site is full/less capable, and to provide triage team support.

3. Provide decontamination and medical treatment, as needed.

4. Handle news media personnel in accordance with their policies and procedure.

C. **BH Services.** Provide counseling assessment and assistance at medical facilities, field locations, and shelter facilities for victims, families, emergency workers, and others recognized to have BH needs. (Refer to the BH Response Services Appendix).

D. **Coroner.**

1. Coordinate the decontamination, transportation, and storage of human remains, as necessary.
2. Establish temporary morgues, as required.
3. Ensure that fatalities are handled to conform to legal and moral standards and that deviations are accurately documented, verified, and witnessed.
4. Assist with identification of fatalities.
5. Provide for integration of local, state, national, and private resources.
6. Alert all local funeral homes and provide guidance and instructions to funeral directors for identification, storage, and burial of the dead.
7. Request security support, as needed.
8. See Mass Fatality Appendix for more details.

E. **PCSO – ESB.** Coordinate activities specified in this ESF to support field response and recovery.

F. **Fire, EMS, Law Enforcement, and HAZMAT Functions.**

1. Operate according to agency-specific SOP.
2. Report to the EOC ESF 8 Lead the number and status of casualties to be transported and those that may otherwise arrive at health care providers.
3. Provide consultation services to incident command staff in determining if contamination exists on exposed individuals and advise transporting agencies, health care providers, and the EOC ESF 8 Lead of the circumstances.
4. Support field decontamination by accessing and coordinating available resources.

G. **Colorado Parks and Wildlife.**

1. Assist in activities to prevent or control vectors such as flies, mosquitoes, rodents, and prevent the spread of disease through animals.
2. Provide animal care services (e.g., remove and dispose of carcasses, rescue/recover livestock, treat endangered wildlife).

Emergency Support Function (ESF) 9, Search and Rescue (SAR)

Primary Agency: Pueblo County Sheriff's Office, Emergency Services Bureau

Supporting Agencies: Local Fire Departments, Local Law Enforcement Agencies, Emergency Medical Services, Colorado Department of Public Safety, Colorado Parks and Wildlife, Colorado Search and Rescue Board, Colorado Task Force 1, Civil Air Patrol, US Department of the Army Fort Carson, Public Works Departments

PURPOSE

The purpose of ESF 9, Search, and Rescue is to set forth procedures used for Search and Rescue activities when needed in Pueblo County. In accordance with state statute, the Sheriff is responsible for SAR within the jurisdiction.

SCOPE

The scope of ESF 9, Search, and Rescue is to define responsibilities used for Search and Rescue activities when needed in Pueblo County. This ESF may be routinely activated independently of the implementation of the Pueblo County EOP. ESF 9 will be activated upon request of the Pueblo County EOC when required in support of the Pueblo County EOP.

The Pueblo County Sheriff's focus and related planning is geared towards wilderness aspects common to Colorado s environment including but not limited to open area ground search, Mountain (Alpine) search, swift and underwater, and remote or technical access and removal to further care.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

A. Definition of SAR IAW CRS 24-32-2103. "Search and rescue" is the employment, coordination, and utilization of available resources and personnel in locating, relieving distress and preserving the life of, and removing survivors from the site of a disaster, emergency, or hazard to a place of safety in case of lost, stranded, entrapped, or injured persons.

B. Capability Limitation. Pueblo County does not have the locally based capability to perform "Urban Search and Rescue" (USAR) in structural collapse or extensive confined space rescues. The following two resources are the first two options to mitigate this limitation. If they are not available, the Pueblo County EOC will coordinate request for other resources with the CO-DHSEM.

    1. Colorado USAR Task Force 1 (CO-TF1) may be available to support USAR in Pueblo County and are requested by the Pueblo County EOC through the CO-DHSEM.

    2. The Fort Carson Directorate of Emergency Services and the Civil Engineering Brigade may be able to support USAR in Pueblo County through mutual aid request, or under DoD Immediate Response authority. Their availability depends on deployment and training status.

SITUATION AND ASSUMPTIONS

A. In accordance with state statute, the Sheriff is responsible for SAR within the jurisdiction.

   1. CRS 24-32-2107.10 - Local and inter-jurisdictional disaster agencies and services. The sheriff of each county shall:

      a. Be the official responsible for the coordination of all search and rescue operations within the Sheriff's jurisdiction.

      b. Make use of the search and rescue capability and resources available within the county and request assistance from the division (STATE) only when and if the sheriff determines such additional assistance is required.

B. A missing or lost person is always considered to be alive and in need of rescue until such time that a person of authority (such as the Sheriff) concludes that there is no chance of survival or support, including rescue and is no longer required.

C. Through activation from the Pueblo County EOC, ESF 9 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.

D. When available local and mutual aid resources are exhausted, ESF 9 will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

E. Any incident involving search and rescue incidents as defined in CRS above, and involving more than three responders shall be managed in compliance with NIMS, with the operational application of the National Search and Rescue Association. "Managing Land Based Search and Rescue Mission's" trained personnel preferred in related positions as available and incident(s) typing dictate.

F. Assisting law enforcement resources under "mutual aid" are addressed in CRS 29-5-103 and assisting firefighters are addressed in CRS 29-5-105.

G. If emergency response agencies involved in any aspect of search and rescue operations as they apply to incidents of this expected scale operate under policies of their employing agency, but understanding such guidelines may contradict the operational assignments, needs, and unique situations of assignments to nontraditional field working groups with their focus and limitations. Best known practices and exposure to similar incidents shall be paramount, but specific employing agency policy should be followed if possible, and later addressed with the agency having jurisdiction when possible.

H. The safety of the rescue personnel is foremost in any operation.

I. Efforts and or equipment under the routine operational control of the county or its routine cooperating agencies within the county are assumed available in the initial response to search and rescue events.

J. Inclement weather may be a factor in any urban/technical search and rescue activity restricting the types of resources to be used, the length of time they can be used and even the locations to be searched.

K. Pueblo County may require SAR for vulnerable populations. Past efforts have included those with access and functional needs, including children, the elderly, and developmentally disabled. Examples include children who become lost while hiking or in parks or elderly that wander from home or care facilities. Other possibilities include patients from the CMHIP or Pueblo Regional Center (PRC) facilities for the developmentally disabled.

L. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

M. Under some circumstances, the incident scene is also a crime scene and care must be taken to protect evidence.

N. Search and Rescue: Pueblo County may require SAR for vulnerable populations. Past efforts have included those with access and functional needs, including children, the elderly, and developmentally disabled.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of the requirement for possible SAR operations.

B. If SAR operations are part of a broader incident, report to and be prepared to support operations through the Pueblo County EOC.

C. Determine the number of and last known location the persons in question.

D. Determine if access or functional needs impact the timing or resources required for effective SAR operations.

Incident Assessment:

A. Evaluate any technical aspects or requirements for the SAR process. The process may include Alpine, Swift Water, Remote searches etc.

B. Determine resources available and evaluate the capability to perform required SAR operations.

C. Select and contact appropriate personnel.

D. Dispatch required available resources.

E. Request additional resources if necessary.

F. Determine need for and execute Amber Alert or Silver Alert.

Incident Command and Incident Support:

A. The sheriff, or his designee(s), shall act as the lead regarding the ordering or requesting of various types of assistance during search and rescue situations including establishing incident command.

B. Be prepared to support the IC for these functions as well as others that may be necessary for SAR operations.

   1. Employ available resources including ATVs, Mounted Patrols, Drones, etc.
   2. Estimate and plan for the expected duration of SAR operations.
      a. Determine the operational periods.
      b. Determine the feeding requirements.
      c. Determine the Rest plan.
   3. Request additional resources.
   4. Maintain records of resource use for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery: Upon conclusion of SAR operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

The sheriff's deputies, search and rescue volunteers, and cooperating law enforcement and firefighting responders shall be the primary response force in addressing search and rescue situations. A search and rescue volunteer include the sheriff's "dive team," as it applies to water-related incidents.

A. **PCSO – ESB.** The primary agency for Pueblo County SAR and ESF 9.

B. **Law Enforcement Agencies.** Provide scene and equipment security in support of SAR operations.

C. **Local Fire Departments and Districts.** Provide assistance and resources as may be required for support of SAR operations.

D. **Local Emergency Medical Services.** Provide support of SAR operations; coordinate and perform patient transport and recovery as coordinated through the IC or Pueblo County EOC.

E. **US Forest Service, San Carlos Ranger District.** Support and access to National Forest Service land within Pueblo County.

F. **Colorado Parks and Wildlife.** Provides routine supplemental personnel and equipment (boats, ATVs, snowmobiles) in support of Pueblo County SAR operations. These resources are available under an agreement for immediate aid.

G. **Colorado Search and Rescue Association (CSRA).** The CSRA maintains resource mobilization if task-specific specialties in search and rescue are required. Common resources like "alpine rescue", "high angle rope rescue", "canine and tracking" "mounted (horse) posse", "underground mine" are some examples.

H. **Colorado Task Force 1.** Perform USAR operations in structural collapse or extensive confined space rescues when requested through the Pueblo County EOC and available promptly.

I. **Civil Air Patrol.** Provide personnel and air assets to support SAR operations.

J. **Public Works Departments.** Provides heavy equipment support including snowplows, etc., to facilitate access in remote, or unimproved areas.

K. **US Department of the Army Fort Carson.** Perform USAR operations in structural collapse or extensive confined space rescues when requested through the Pueblo County EOC.

L. **CO-DHSEM**. CO-DHSEM is the lead emergency planning and coordinating agency in Colorado. CO-DHSEM is responsible for providing preparedness, response, and recovery guidance.

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Emergency Support Function (ESF) 10, Oil and Hazardous Materials (HAZMAT) Response

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: Hazardous Materials Committee, Law Enforcement Agencies, Pueblo PDPHE, Local Emergency Planning Committee (LEPC), Fire Departments/Districts of the Affected Area, Fort Carson, Pueblo Chemical Depot, Transportation Technology Center, Public Works Departments

PURPOSE

This ESF provides for a coordinated emergency response by local government and industry to minimize the adverse effects on the population, environment, and property resulting from the release of, or exposure to, hazardous materials.

SCOPE

The policies and concepts in this ESF apply to all Designated Emergency Response Authorities (DERA) including Fire Departments/Districts, Law Enforcement Agencies, or military installations, as well as supporting agencies following any incident involving the release of or exposure to hazardous materials. This ESF provides a framework for operations where response by multiple agencies may be required, and EOC activation may or may not be required. This ESF does not define SOP or Standard Operating Guidelines (SOG) for any agency. Each responding agency may work under the auspices of their SOP/SOG within the framework of the incident command system.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. Hazardous materials pose a potential threat to a community at both fixed facilities and during transport. When a release of hazardous materials occurs, local, state, and federal response agencies must be prepared to respond in a well-coordinated manner to protect the public, the natural resources, and to minimize property damage within the community.

B. Numerous industries and businesses use chemicals that pose a threat to their private property and employees. Corporations routinely provide Safety Data Sheets (SDS) to the supporting fire departments that are responsible for the training of the firefighters who would encounter these chemicals when fighting fires on private property.

C. Any facility that produces, uses, or stores any of the extremely hazardous substances listed by EPA in a quantity greater than its threshold planning quantity is subject to the emergency planning and community right-to-know provisions of Superfund Amendments and Reauthorization Act (SARA) Title III. Facilities subject to reporting under the Emergency Planning and Community Right-to-Know Act of 1986 will provide

SDS or a list of chemicals (Tier II report) to the appropriate fire department, the LEPC and the Colorado Emergency Planning Commission (CEPC).

D. EPA has identified over 400 extremely hazardous substances subject to the requirements outlined in SARA Title III. This will greatly expand the preparation and use of the SDS information, especially for emergency response operations. SDS or a list of chemicals will be kept current with contact names and telephone numbers at the appropriate fire departments, the LEPC, and the CEPC.

E. Facilities involved in the manufacture, use, storage, and transport of hazardous materials will cooperate with local governments in preparing for response to hazardous materials incidents.

   1. Colorado Statutes require that any person or business possessing a quantity of a hazardous substance in equal or greater quantities as specified in Article 22, Title 29, Section 107, CRS, shall provide, upon request of the DERA, department of health, or local fire department, a listing of the maximum quantity of each hazard type reasonably anticipated to be on hand at any time to the CDPHE.

   2. In addition to the above requirement, Title III of the Superfund Amendments and Reauthorization Act of 1986 require that any facility that produces, uses, or stores any of the extremely hazardous substances listed by EPA fulfill the emergency planning and community right-to-know provisions of that act. Owner or operator of a facility must notify the local emergency planning committee and the State emergency response commission if there is a release of a listed hazardous substance that exceeds the reportable quantity for that substance.

F. If a hazardous materials incident or release occurs on private property, the owner or operator thereof may undertake the emergency response. If the owner or operator does not undertake such emergency response, and there exists an imminent danger to the public health and safety beyond such property, in the judgment of the DERA, the DERA shall initiate an appropriate emergency response, including necessary actions on said private property.

G. The 2020 Mutual Aid Agreement for Fire Protection and Other Emergency Services Assistance between Pueblo County Public Safety Entities includes Pueblo, Pueblo County, Rye Fire Protection District, Pueblo Rural Fire District, Pueblo West Metropolitan District, Town of Boone, West Park Volunteer Fire District, and the Beulah Fire Protection and Ambulance District. This agreement authorizes mutual aid in emergency services including but not limited to fire protection, hazardous material response, extrication, rescue, ambulance, and emergency medical services. Mutual aid shall be provided, when available, for a period of up to twenty-four hours following request, without reimbursement of personnel and equipment costs. The Parties acknowledge and agree that any distribution for hazardous materials incidents which may be required under this Section or otherwise under this agreement shall not impair or supersede any separate agreement a Party may have presently or hereafter to transfer and deposit any such distribution to the Pueblo County Hazmat Fund.

H. Each DERA within Pueblo County operates within their local policies and procedures based on incident type.

I. The Pueblo County Hazardous Materials Initial Response Areas Map (see ESF 10, Figure 2) defines the initial response areas for hazardous materials responders. These departments/districts, per mutual aid agreement, shall provide the initial response to a hazardous material incident within their jurisdictional fire response area until the properly designated response authority arrives, except for the Army, which is not a party to the mutual aid agreement.

J. Emergency response personnel will be trained in hazardous materials response, and vehicles will be equipped with reference material guidebooks or electronic reference materials.

K. Emergency response personnel will be trained in the NIMS, and each incident will be conducted under this system to facilitate a cooperative and coordinated effort.

L. HAZMAT Incident Priorities:

1. Life Safety: Activities required to protect people, remove those who are threatened or treat the injured.
2. Incident Stabilization: Activities required to stop the forward progress of the hazard and to stabilize the event.
3. Property Conservation: Activities required to stop or reduce primary or secondary loss to property.

M. All supporting agencies will ensure continual operational readiness.

N. Agencies will develop inter-agency and inter-jurisdictional agreements with similar agencies to expedite resource mobilization when additional assistance is needed.

O. Activation of the EOC may be required during an incident. The EOC may consist of a partial activation or full activation of Pueblo County. The EOC will coordinate with the IC to assist with resource ordering and any disaster declaration that may need to be addressed. (See HAZMAT Incident Levels for anticipated circumstances for EOC activation).

P. Through activation from the Pueblo County EOC, ESF 10 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.

Q. At the request of the Incident Commander, when available local and mutual aid resources are exhausted, ESF 10 will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

R. Follow policies outlined in the Pueblo County EOP as the situation mandates.

S. Mobilization centers, staging areas, receiving and distribution sites, key operational support facilities, and necessary staffing will be identified.

T. Supervision of clean up and removal of the hazardous materials involved in an incident will be accomplished under the direction of the DERA. The arrangements, agreements,

and resources required for containment and cleanup of a hazardous materials release or spill will be established by hazmat response agencies, the owner of the material/substance or the transportation organization.

U. Each public entity, a political subdivision of the state, or unit of local government has the right and responsibility to claim full reimbursement from the parties or persons responsible for a hazardous substance incident for the reasonable and documented costs resulting from action taken to contain, remove, or otherwise mitigate the effects of such incident. When the action to remove, contain, or otherwise mitigate the effects of such an incident also involves extinguishing a fire, the claim may only include the extraordinary expenses related to the hazardous substance and not any expense related to extinguishing the fire (29-22-104). It is important, therefore, to ensure that all incidents are properly documented by the Hazardous Materials Incident report, incident action plan, and other records of the event.

V. If a hazardous materials incident is of such magnitude to have a significant impact upon the community or affects more than one jurisdiction, the Pueblo County EOC may be activated in support of the IC through response and recovery efforts.

W. The Pueblo Hazardous Materials Committee has been established to provide oversight and support for hazardous materials response in Pueblo County. The Pueblo Hazardous Materials Committee is comprised of representatives from local fire departments/districts, law enforcement agencies, health department, emergency management, and private industry/businesses.

X. DERA shall provide an emergency response to an incident in its jurisdiction. The DERA may function as or designate the IC on the scene. The following agencies are DERAs in Pueblo County:

1. Pueblo County Sheriff's Office shall act as the DERA for the unincorporated areas of Pueblo County, excluding the right-of-way of public roads (federal, state, and local).
2. Pueblo City Fire Department shall act as the DERA for the incorporated City of Pueblo.
3. Boone Volunteer Fire Department shall act as the DERA for the Town of Boone, (when formed).
4. Rye Fire Protection District shall act as the DERA for the Town of Rye.
5. CSP shall act as the DERA for all federal, state, and county roadways and the rights-of-way in unincorporated Pueblo County.
6. The Department of the Army shall act as the DERA for incidents occurring on Fort Carson or the Pueblo Chemical Depot.

Y. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

CONCEPT OF OPERATIONS

Initial Notification:

A. The Pueblo City Police and Pueblo County Sheriff Communications Centers (9-1-1) will receive information on a release or spill of a hazardous substance. The communication center will notify the appropriate response agencies. It is essential that the communication centers obtain as much pertinent information as possible regarding the incident to assist responding agencies.

B. The appropriate DERA and other support agencies will respond with technical expertise and resources upon request by mutual aid.

Incident Assessment:

A. Receive initial responding Incident Commander's assessment of the hazardous materials incident level.

1. **Level I – Low Level**. Includes carbon monoxide incidents, fuel, or oil spills of less than five gallons, and antifreeze leaks from auto accidents. EOC activation is not anticipated.

2. **Level II – Moderate**. Includes all spills of fuel, or oil of greater than five gallons, any spills of other chemicals, meth labs, or any incident requiring the specialized skills of the HAZMAT team. EOC activation may or may not be required.

3. **Level III / IV – High/Maximum**. HAZMAT incidents that require mutual aid response of other local, state, or federal agencies to mitigate the hazard. These incidents would include HAZMAT incidents involving highway transportation such as fuel or acid transport, large-scale train derailments, or incidents involving hazardous or nuclear shipments in or around Pueblo County. EOC activation is likely.

B. Provide a representative to the EOC, as dictated by the situation.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Operations of any hazardous materials incident will be handled using the established SOP/SOG of the department(s) involved.

B. Receive Incident Commander's resource needs determination.

C. Determine resources available and evaluate the capability to perform required response operations.

D. At the request of the Incident Commander, when available local and mutual aid resources are exhausted, notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

E. As necessary, coordinate for additional resources from established mutual aid and intergovernmental agreements agencies.

F. If mutual aid is initiated, the IC will remain with the DERA in whose jurisdiction the incident occurs. If multiple jurisdictions are affected, a unified command structure will be established.

G. The IC may order an evacuation if necessary, to save lives.

H. Coordinate with ESF 1, ESF 6, and ESF 8, for requirements emerging due to the needs for evacuation or treatment.

I. Coordinate with ESF 12 or affected individual utility companies for support for accidents involving gas or power lines.

J. The National Weather Service (NWS) in Pueblo can be called upon to provide spot weather forecasts for the HAZMAT site. These forecasts can be requested using this web site: https://www.weather.gov/spot/. Also, if staffing permits, NWS Pueblo can provide an Incident Meteorologist (IMET) for weather support at the site.

K. If necessary, contact the Colorado Irrigation Division Engineer for information concerning current flow rates and velocity of surface and groundwater; as well as to inform affected water users of conditions during an incident.

L. Provide and coordinate public information through the Pueblo County Sheriff's Office PIO or the EOC and JIC, if activated, in support of ESF 15.

M. Coordinate with law enforcement personnel for crowd control, traffic control, and scene security (ESF 13).

N. Develop a plan for continuity of services and continued operations during extended events.

O. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters. At a minimum, ensure that all incidents are properly documented by the Hazardous Materials Incident report, incident action plan, and other records of the event.

Demobilization, Re-entry, and Recovery:

Upon reduction in resource requirements or conclusion of response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

A. **Hazardous Materials Committee.**

1. Provides oversight and support for hazardous materials response in Pueblo County.
2. The Pueblo Hazardous Materials Committee is comprised of representatives from local fire departments/districts, law enforcement agencies, health department, emergency management, and private industry/businesses.

B. **Local Emergency Planning Committee.**

1. The Pueblo County LEPC provides guidance and outreach to the community through education, coordination, and assistance in All-Hazards planning to assure public health and safety of the County of Pueblo and to perform the functions of an LEPC under the Emergency Planning and Community Right-to-Know Act, State and County Statues.
2. Members of the LEPC in collaboration with the City and County of Pueblo, and Pueblo County Sheriff's Office, Emergency Services Bureau will assist in the development of a County All Hazards EOP. The EOP shall incorporate hazardous materials and chemical response and recovery activities for the City and County of Pueblo.
3. The LEPC is comprised of representatives from local government, fire districts, state patrol, hospitals, utility companies, medical services, and concerned citizens.
4. The LEPC collects and maintains SDS or other records concerning Tier II reports and quantities of listed chemicals as required by the Emergency Planning and Community Right-to-Know Act of 1986. These records include contact information such as names and phone numbers for each entity.

C. **Pueblo County Sheriff's Office.**

1. As the DERA for the unincorporated areas of Pueblo County, excluding the right-of-way of public roads (federal, state, and local), and may function as or designate the IC for such areas.
2. Provide the initial response to a hazardous material incident for mitigation, containment, etc., as necessary in their area.
3. Be responsible for all billings and documentation of hazardous materials incidents where they are the DERA.
4. Coordinate the resources necessary to support the DERA's needs.
5. Coordinate activities with other government agencies in support of the incident.
6. Manage the financial and logistics aspects of the incident.
7. Provide technical assistance to outside departments or agencies assisting with the incident.

D. **Pueblo City Fire Department.**

1. As the DERA for the incorporated City of Pueblo, function as the and coordinate emergency response to hazardous materials incidents within the incorporated area of the city.
2. Provide the initial response to a hazardous material incident for mitigation, containment, etc., as necessary in their area.

3. Be responsible for all billing and documentation of hazardous materials incidents occurring in the incorporated areas of the City of Pueblo.
4. Houses maintains and staffs a Hazardous Materials unit. Upon request, the City Fire Department will dispatch the hazardous materials unit, personnel, and other equipment as needed.

E. **Boone Volunteer Fire Department (when formed).**

1. As the DERA for the Town of Boone, function as the IC of, and coordinate emergency response to hazardous materials incidents for their area.
2. Provide the initial response to a hazardous material incident for mitigation, containment, etc., as necessary in their area.
3. Be responsible for all billings and documentation of hazardous materials incidents where they are the DERA.
4. If disbanded or no longer in service the Pueblo County Sheriff Office serve as the DERA for the Town of Boone, Colorado.

F. **Rye Fire Protection District.**

1. As the DERA for the Town of Rye, function as the IC of, and coordinate emergency response to hazardous materials incidents for their area.
2. Provide the initial response to a hazardous material incident for mitigation, containment, etc., as necessary in their area.
3. Be responsible for all billings and documentation of hazardous materials incidents where they are the DERA.

G. **CSP.**

1. As the DERA for all federal, state, and county roadways and the rights-of-way in unincorporated Pueblo County, the Patrol functions as the IC at the scene and coordinates emergency response to hazardous materials incidents within their jurisdiction.
2. Provide the initial response to a hazardous material incident for mitigation, containment, etc., as necessary in their area.
3. Be responsible for all billings and documentation of hazardous materials incidents where they are the DERA.
4. The Patrol maintains and staffs a two (2) person hazardous materials response vehicle in the Pueblo area and upon request, per mutual aid, will dispatch trained hazardous materials technicians and equipment to the scene of a hazardous materials incident occurring within Pueblo County outside of their jurisdiction.

H. **Department of the Army.**

1. As the DERA for the Fort Carson and the Pueblo Chemical Depot, function as the IC of, and coordinate emergency response to hazardous materials incidents for their area.
2. Provide the initial response to a hazardous material incident for mitigation, containment, etc., as necessary in their area.
3. Be responsible for all billings and documentation of hazardous materials incidents where they are the DERA.

I. **PDPHE.**

1. Provide assistance and information regarding environmental and health aspects and population protection.
2. Assist the DERA in overseeing emergency containment.
3. Oversee cleanup operations of an incident.
4. Coordinate with State Health Department officials.
5. Assist in product analysis.

J. **Public Works.**

1. For this plan, Public Works includes the Public Works Departments for Pueblo County, Pueblo West, and the City of Pueblo. Also included are the water treatment, stormwater, and wastewater treatment facilities serving the various cities and municipalities.
2. Shall assist in necessary road closures, detours, providing heavy equipment and material for clearing or moving debris, building dikes etc.
3. Provide remedial actions when material may affect water sources and distribution systems.
4. Assist in product analysis.

K. **Law Enforcement.** Law enforcement has responsibility for crowd control, traffic control, scene security, and shall coordinate and control evacuation activities.

L. **Transportation Technology Center, Inc. (TTCI).** Upon request and if available, TTCI may provide various equipment, resource material and manpower.

M. **Pueblo Chemical Depot.**

1. Provide various equipment and manpower support, if available, upon request to duty officer.
2. With the Service Response Force, will be the lead response and recovery agency in the event of a chemical weapons accident/incident at the Depot.

N. **Chemical Transportation Emergency Center (CHEMTREC) 1-800-424-9300.** CHEMTREC provides information or assistance to those involved in or responding to chemical or hazardous material emergencies.

O. **Colorado National Guard.**

1. The Colorado National Guard Civil Support Team (CST) provides technical and workforce assistance to local agencies involved in hazardous materials response, or incidents involving chemical, biological, radiological, nuclear, or explosive materials (CBRNE).
2. CSTs also provide immediate response for intentional and unintentional CBRNE or hazardous material (HAZMAT) releases and natural or human-made disasters that result in or could result in, catastrophic loss of life or property.
3. CST members receive more than 650 hours of HAZMAT and high-tech training from agencies such as the Federal Emergency Management Agency, the Department of Energy, the Department of Justice, and the Environmental Protection Agency.
4. Operates a unique equipment set including a specialized/secure communications vehicle (Unified Command Suite), and a mobile analytical laboratory system with a full suite of chemical, biological, and radiological analysis equipment.
5. The CST Advance team deploys within 90 minutes; the main body within three hours.

AUTHORITIES

A. Title 29, Article 22 of the CRS (also known as Senate Bill 172) Hazardous Substance Incidents, assigns responsibility to local governments for a response to hazardous materials incidents.

1. Article 22 requires the governing body of every city and county to have a DERA for hazardous substance incidents occurring within the corporate limits of such town, city, and county. In accordance with Article 22.
   a. Unincorporated areas of Pueblo County DERA, excluding public roadways - Pueblo County Sheriff - County Resolution No. 09-47.
   b. The Incorporated City of Pueblo DERA - Pueblo Fire Department. City Resolution No. 5423 and City Resolution No. 5209.
   c. Boone DERA - Boone Fire Department. Resolution No. 105, when formed.
   d. Rye DERA - Rye Fire Protection District. Resolution No. 86-1.
2. For a hazardous substance incident occurring within the right-of-way of any federal, state, or county highway located outside of municipal city limits, the CSP is the DERA as designated by Article 22. It also provides that the CSP may further delegate such authority to a local Designated Emergency Response Authority with the approval of the Board of County Commissioners. The CSP retains authority over traffic. Article 22 also contains authority for organizing in state-level emergency response

capability and encourages the use of mutual aid agreements to enhance hazardous substance incident response capabilities.

3. For a hazardous substance incident occurring on Fort Carson or the Pueblo Chemical Depot, the Department of the Army is the DERA.

B. Title 42, Article 20, CRS Colorado Hazardous and Nuclear Materials Route Restrictions, concerns the permitting and routing of hazardous materials transported by motor vehicle. This statute:

1. Defines hazardous materials and authorizes the chief of the CSP to promulgate rules and regulations for the administration of this act, identifies the persons authorized to enforce the provisions of this act and allows those persons to issue civil penalty assessments for violations of the act, and in lieu thereof, warning citations. It provides that the fixed-site use of hazardous materials is not affected by this act, authorizes local governments to adopt regulations and ordinances, which are no more stringent than state law or regulations, and creates a hazardous materials safety fund in the state treasury.

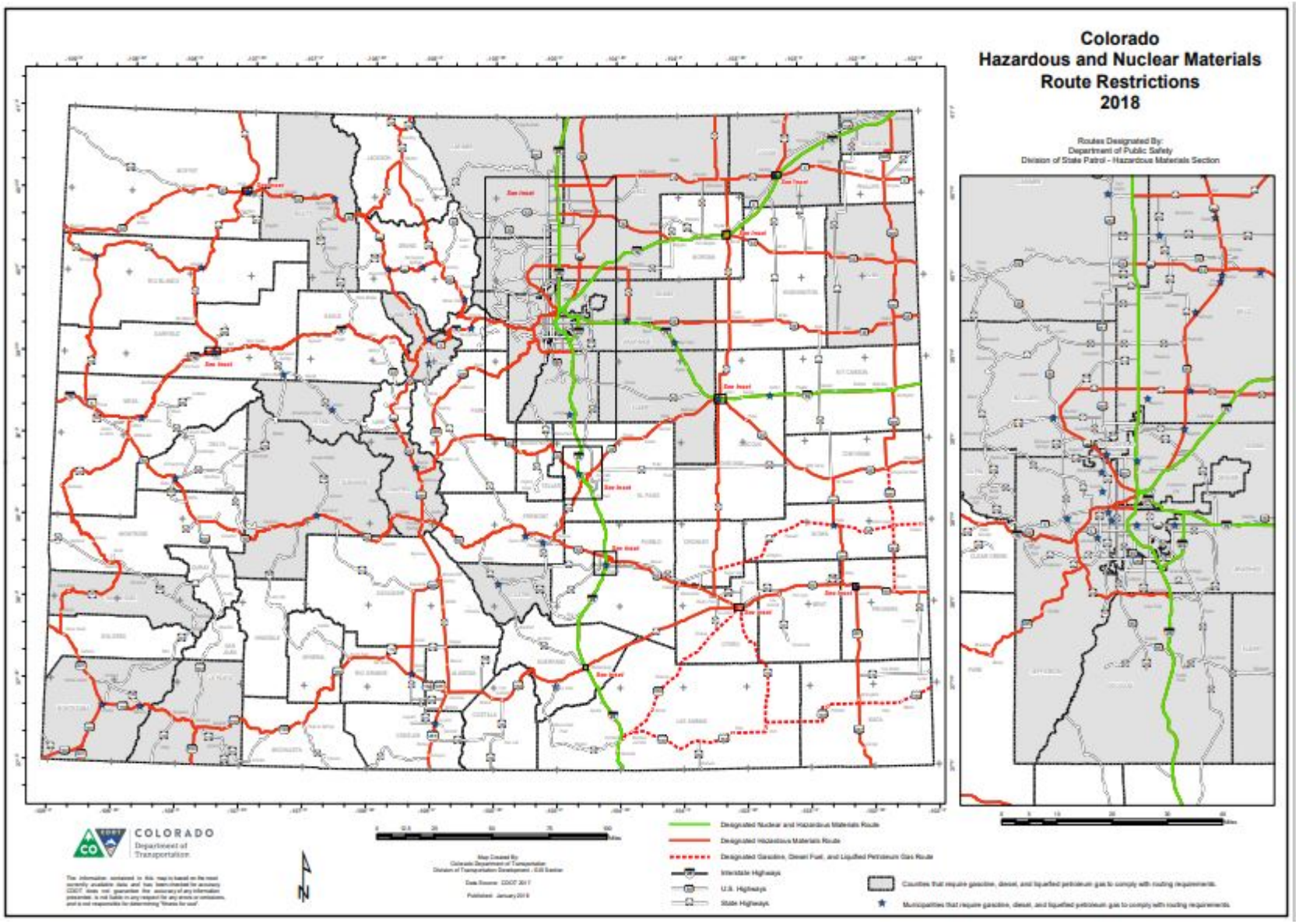
2. Establishes a permit for the transportation of hazardous materials, exempts farm machinery from the requirements of the permit system and establishes a fee schedule for the permits based on the number of vehicles operated.

3. Authorizes the CSP to designate routes for persons transporting hazardous materials and allows local governments to petition the state patrol for changes in such designations and establishes penalties for deviations from authorized routes and establishes civil and criminal penalties for violations of this act. See ESF 10, Figure 1 for Hazardous and Nuclear designated routes.

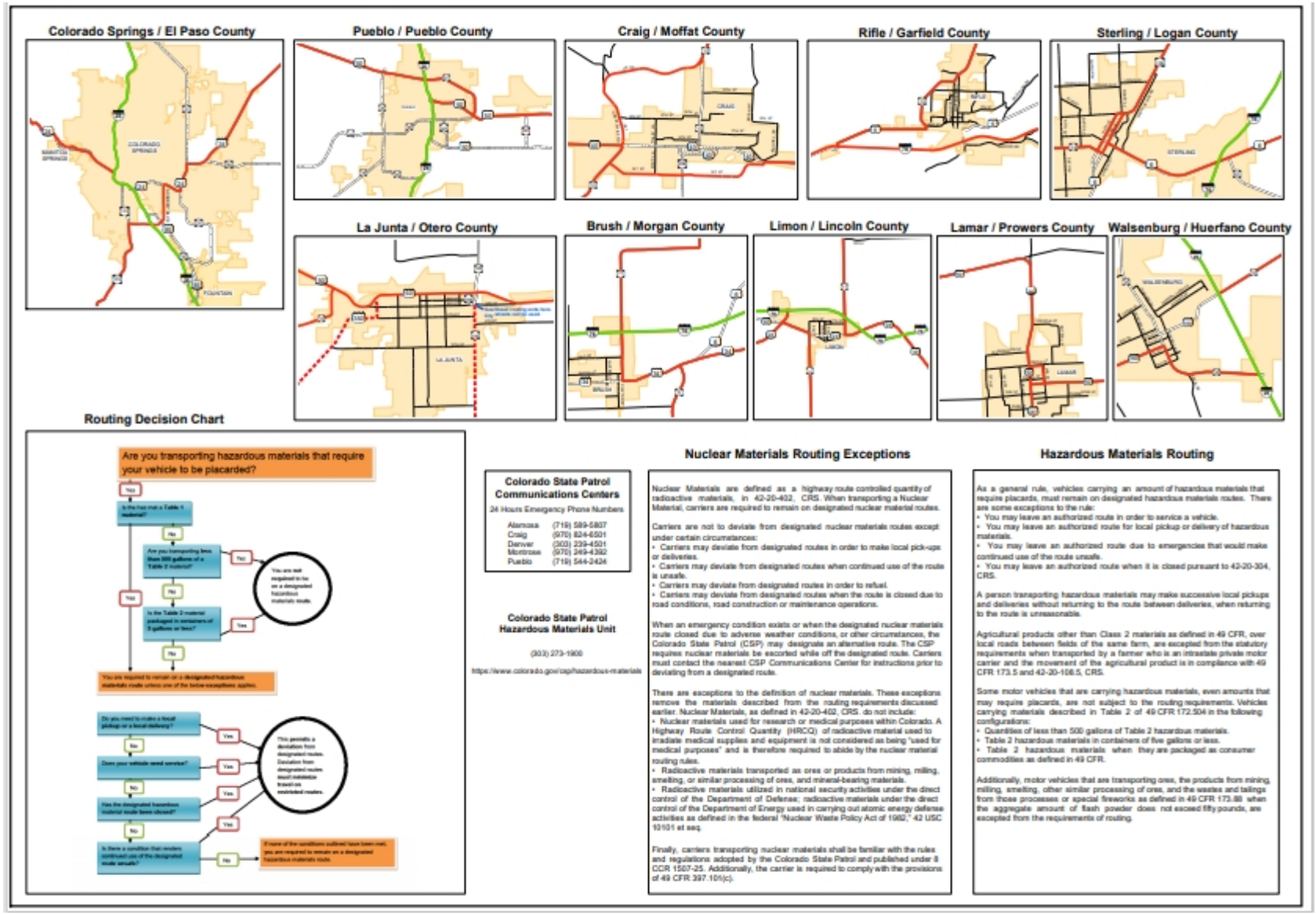
4. The Department of Revenue, the Department of Regulatory Agencies, and the Department of Public Safety have specific roles in the implementation of this act.

C. 2018 Mutual Aid Agreement for Fire Protection and Other Emergency Services Assistance between Pueblo County Public Safety Entities including Pueblo, Pueblo County, Rye Fire Protection District, Pueblo Rural Fire District, Pueblo West Metropolitan District, City of Boone, West Park Volunteer Fire District, and the Beulah Fire Protection and Ambulance District.

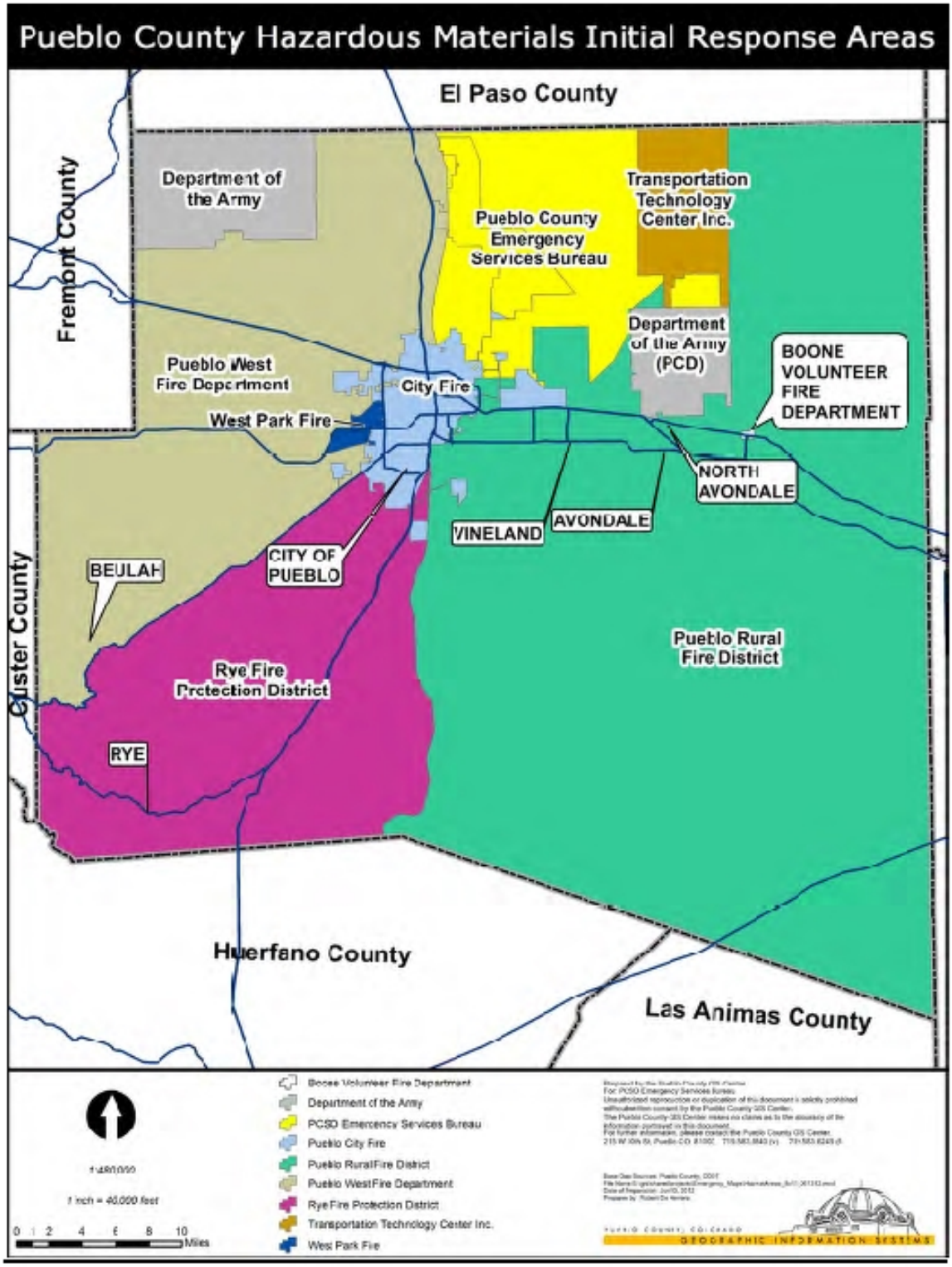
D. Title III, Emergency Planning and Community Right-to-Know, SARA, U.S. Public Law 99-499 requires several actions by state and local governments as well as industries and other facilities that use, process, or store one or more specified extremely dangerous chemicals.



ESF 10, Figure 1-1



ESF 10, Figure 1-2



ESF 10, Figure 2

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Emergency Support Function (ESF) 11, Agriculture and Natural Resources

Primary Agency: Colorado State University, Pueblo County Extension

Supporting Agencies: Area Schools/Districts, Law Enforcement Agencies, Local and State Veterinarians, Veterinary Medical Reserve Corp, PDPHE, Fire Departments/Districts of the affected area, Public Works of the affected area, CDA, CDHS, Colorado Parks and Wildlife, NWS, US Department of Agriculture (USDA), ARC, TSA, Humane Society Pikes Peak Region (HSPPR) and Sheltering Providers, Colorado Archeological Society – Pueblo Chapter, Pueblo Museum, CDA - Brand Inspector, Colorado State Fairgrounds

PURPOSE

The purpose of ESF 11, Agriculture and Natural Resources is to provide response actions to an incident with impact to agriculture, wildlife, natural resources or historic or cultural resources. Furthermore, ESF 11 plays a role in mass feeding in conjunction with ESF 6, and in the CART Appendix.

SCOPE

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

This ESF applies to the Primary Agency and any agencies supporting ESF 11 response operations in the following areas. (Note: Agencies may be supporting multiple ESFs simultaneously).

A. Agriculture and Horticulture:
    1. Monitor for animal and plant diseases and pests of a contagious, harmful, or economically significant nature and develop plans to respond.
        a. Agricultural crops
        b. Horticultural crops
        c. Livestock
        d. Domestic animals
        e. All wildlife
    2. Monitor and develop measures to ensure the safety and security of the food and water supply.

B. Monitor nutrition assistance shortfalls and assist in developing measures to identify sources and obtain additional food supplies as required.

C. Monitor and develop measures to preserve and conserve natural and cultural resources, and historic properties threatened by the incident or response operations.

SITUATION AND ASSUMPTIONS

A. An emergency/disaster may deprive people of access to food by disrupting commercial food supply/distribution networks and destroying stored food.

B. ESF 11 supports overall disaster response efforts.

C. ESF 11 coordinates with and supports:

   1. ESF 6, Mass Care, Housing, and Human Services will be activated in the event of an incident that requires the provision of mass care, including feeding.

   2. CART Appendix will be activated in the event of an emergency or disaster impacting domestic animals.

   3. Others as determined by the situation.

D. An ICS will be established to coordinate on-scene incident response activity in compliance with the NIMS. ESF 11 operations will be conducted under the ICS.

E. Through activation from the Pueblo County EOC, ESF 11 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.

F. When available local and mutual aid resources are exhausted, ESF 11 will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

G. Responders will continue to operate under the respective policies of their agency.

H. Each ESF 11 agency will use its system for tracking staff time and resources for possible reimbursement. Each agency addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

I. Disaster events may require a preplanned, immediate, and automatic response from all cooperating agencies depending on the magnitude of the disaster.

J. In the event of a disaster, food, first aid, sheltering, and bulk distribution of emergency relief items may be needed individually or all at the same time without warning.

K. In case of a catastrophic event, ESF 5, 6, 11 and the CART will use multi-agency coordination and prioritization for allocation of resources.

L. Mass feeding operations will be instituted as required by ESF 6 with coordination from ESF 11.

M. Production agriculture will assess their damage and needs.

N. Production agriculture in the area may not be able to provide for the needs of the community and may have sustained damage or restrictions to access.

O. All supporting agencies providing mass care and relief will perform according to their agency regulations and procedures.

P. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

Q. CART operations will be instituted as required with coordination from ESF 11.

CONCEPT OF OPERATIONS

Initial Notification:

A. ESF 11 will be activated upon request of the Pueblo County EOC.

B. Provide a representative to the EOC, as requested.

Incident Assessment:

A. Identify threats to agricultural and horticultural infrastructure, crops, natural resources, food supplies, and sources, and cultural and historical assets.

1. Collect or survey the damage to the agriculture and horticulture operations in the affected area.

a. Consider the damage to locally produced food supplies.

b. Consider the ability to collect and distribute existing food supplies.

c. Coordinate with the CDA and USDA for agriculture damage assessment.

d. Identify threats to cultural or historical assets.

2. Determine the criticality of affected operations.

Incident Command and Incident Support:

A. Integrate ESF 11 operations into the ICS command structure.

1. Designate personnel authorized to enter the affected area.

2. Select and contact appropriate personnel.

3. Notify the IC or EOC of the requirement for assistance from emergency responders.

4. Dispatch personnel to the appropriate locations, and or monitor the following items from the EOC. (These functions are not listed in order of priority, and some functions may not apply to every incident).

B. Agriculture and Horticulture:

1. Monitor for animal and plant diseases and pests of a contagious, harmful, or economically significant nature.

a. Agricultural crops

b. Horticultural crops

c. Livestock

d. Domestic animals

e. All wildlife

2. Coordinate with appropriate agencies, owners, and jurisdictions to develop plans to respond to these issues.

a. Agronomic crops such as corn, vegetables, or alfalfa in the proper location do not need immediate assistance. If the event is a plant related disease or pest, identification of the disease or pest will be completed, and management steps identified.

b. Horticulture crops, as in a greenhouse, may need assistance for personal safety but the product can remain where it is.

c. Coordinate hay drops (by aircraft or vehicle) as required.

d. Coordinate with local businesses, ranchers, etc., for hay donations as required.

e. Coordinate the establishment/maintenance of water points/support for large animals as required.

f. Coordinate with Colorado Parks and Wildlife for wildlife concerns.

g. Coordinate with the CART for animal response operations.

i. Animal Needs Assessment

ii. Sheltering

iii. Veterinary support

3. Monitor the safety and security of the food and water supply.

a. Crops or livestock in the field

b. Water sources including wells, reservoirs, storage, etc., and treatment facilities.

c. Foods and water in the supply and distribution chain.

C. Nutrition Assistance.

1. Coordinate with ESF 5 and 6 to monitor nutrition assistance shortfalls.

a. Whole community

b. Population at risk

c. Responders

2. Determine the availability of food, including raw commodities including wheat, corn, oats, rice, etc., that could be used for human consumption.

3. Assess the availability of food storage facilities capable of storing dry, chilled, and frozen food.

4. Identify available local and mutual aid resources.

5. Develop measures to identify additional sources and obtain food supplies as required.

a. Local food availability

b. Food donations

6. Notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.
    a. Within Colorado, CDHS is responsible for ensuring that food is readily available to areas where people have been affected in the event of a natural disaster.
    b. Request USDA commodities, as needed.

D. Monitor and develop measures to preserve and conserve natural and cultural resources, and historic properties threatened by the incident or response operations.
    1. The Colorado Archeological Society – Pueblo Chapter is the initial point of contact for guidance regarding the protection or conservation of sites of potential archeological or cultural significance threatened by the incident or response operations.
    2. The Pueblo Museum is the initial point of contact for guidance regarding the protection or conservation of sites of potential historical or cultural significance threatened by the incident or response operations.

E. Communicate incident details to local partners/stakeholders through Communications or EOC, if activated.

F. Coordinate with the CDA and CDPHE for guidance concerning the disposal of animal carcasses stemming from an all-hazards event. The Memorandum of Understanding (MOU) between the CDA and the CDPHE called "Regarding Storage, Treatment or Disposal of Livestock Carcasses During Any All-Hazards Event" is available at colorado.gov/cdphe/swguidance. This agreement provides guidance related to the roles and responsibilities associated with mass mortality or depopulation events.

G. Emergency preparedness and response plans for control and mitigation of livestock disease outbreaks can be found in the Animal Health Division of the Department of Agriculture's website https://ag.colorado.gov/animals under the Animals tab.

H. Coordinate with ESF 3 for waste management issues to determine acceptance conditions/standards for debris disposal.

I. Coordinate with the ESF 3 to expand solid waste management operations.

J. At the request of the Incident Commander, when available local and mutual aid resources are exhausted, notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

K. Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

L. Coordinate with the PIOs to communicate emergency public information and external communications ESF 15 and JIC, if activated.

M. Consider and backfill staffing needs beyond the first operational period.

Demobilization, Re-entry, and Recovery:

A. Provide documentation of damage and associated costs regarding agricultural, horticultural infrastructure, crops, natural resources, and cultural and historical assets.

B. Provide assessment of immediate and long-term impacts on the available food supply. Determine the requirement for sustained access to additional food supplies following the conclusion of the incident.

C. Capture costs of food, supplies, and resources obtained and expended in support of feeding operations.

D. Upon conclusion of operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

A. **CSU Extension Pueblo County.**

1. Co-primary agency for the CART.
2. The primary agency for ESF 11, Agriculture and Natural Resources.
3. Feeding.
4. Animal and Plant Diseases.
5. Safety and security of food supply.
6. Natural, cultural, historic resources and properties.
7. Collect information or survey agriculture and horticulture operations to identify critical emergency needs.
8. Coordinate as necessary with ESF 5, the CART, and others as necessary for personnel, and equipment shelter as required for livestock care during an emergency.
9. Coordinate with the Pueblo County Stockman's Association and other livestock associations assisting with the handling and care of livestock during an emergency.
10. Identify, survey, and maintain a list of volunteer livestock sheltering facilities.
11. Coordinate efforts with local, state, and federal officials during livestock disease emergencies or related zoonotic disease outbreak.
12. Develop and deliver educational programs to train CART volunteers.

B. **HSPPR.**

1. Co-primary agency for the CART.

2. Conduct planning, operations, and support in accordance with appropriate City and County and other established agreements.

C. **CDHS.** CDHS responsibilities include ensuring that food is readily available to areas where people have been affected in the event of a natural disaster.

D. **EM.** Pueblo County Sheriff's Office Emergency Service Bureau, through ESF 5 is responsible for the coordination of disaster response within their jurisdiction and for coordinating and supporting the distribution of food through ESF 6 and 11, and the CART along with ESF 11.

E. **CDA.**

1. Receives agricultural damage assessments.
2. Supports animal and plant health issues in support of the CART Appendix or ESF 11.

F. **Law Enforcement Agencies.** Provide security and law enforcement for agricultural and natural resources operations, as necessary.

G. **Local and State Veterinarians.**

1. Assist in the establishment of triage units for the care of injured animals.
2. Assist in obtaining emergency medical equipment and supplies.
3. Address animal health at shelter facilities.
4. Provide technical expertise and medical treatment to animals during emergencies and sheltering.
5. Determine animals requiring euthanasia and complete the process when necessary.

H. **Veterinary Medical Reserve Corp.** Assist in the treatment of the medical treatment of livestock or domestic animals.

I. **PDPHE.**

1. Provide available testing of samples and coordination and monitoring of human health concerns.
2. Cooperate with and guide the EOC and CART Coordinators for the disposal of deceased animals that may impact the public health.
3. Assist in the investigation of animal bites about rabies.

J. **Fire Departments/Districts of the affected area.**

1. Survey shelter sites for fire safety.
2. Advise about fire security during operations.
3. Coordinate with Animal Rescue Team with extrication and lift rescues within existing capabilities.

K. **Public Works of the affected area.** Agency point of contact for debris management, water supply, treatment, and wastewater treatment issues.

L. **Colorado Parks and Wildlife.** Agency point of contact for wildlife issues.

M. **NWS.** The NWS provides forecast and historical weather information in support of response operations.

N. **USDA.**

1. When State agencies notify USDA of the types and quantities of food that relief organizations need for emergency feeding operations, Food and Nutrition Service (FNS) supplies food to disaster relief organizations such as the ARC and TSA for mass feeding or household distribution.
2. FNS also authorizes States to provide Disaster Supplemental Nutrition Assistance Programs (D-SNAP) benefits https://www.fns.usda.gov/disaster/disaster-assistance.
3. Coordinate with the CDA and CSU Extension Pueblo County for agriculture damage assessment.

O. **TSA.** Coordinates with ESF 11 for nutrition assistance shortfalls, in support of mass feeding operations.

P. **Sheltering Providers.** Provides animal needs assessment, sheltering, and veterinary services in support of CART appendix or with ESF 11.

Q. **Colorado Archeological Society – Pueblo Chapter.** Initial point of contact for guidance regarding the protection or conservation of sites of potential archeological or cultural significance threatened by the incident or response operations.

R. **Pueblo Museum.** Initial point of contact for guidance regarding the protection or conservation of sites of potential historical or cultural significance threatened by the incident or response operations.

S. **Colorado Brand Inspector.** Supports the CART Appendix and ESF 11.

1. Investigate and establish ownership of livestock during rescues and sheltering operations according to Colorado Brand Law.
2. Contact legal owners of livestock according to Colorado Brand Law.

T. **Colorado State Fairgrounds.** Provide emergency housing for animals during emergencies and disasters as available.

Emergency Support Function (ESF) 12, Energy

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: Local Law Enforcement Agencies, Metro Districts, Regional Building, Public Works Departments of the affected area, Colorado Division of Emergency Management and Homeland Security, CSP, Utility Companies

PURPOSE

The purpose of this ESF is to facilitate the restoration of damaged energy systems and components.

SCOPE

The scope of this ESF is to collect, evaluate, and share information on energy system damage and the estimation of the impact of energy system outages in the Pueblo area. Response activities will take place in the field and will be coordinated with the Pueblo County EOC, if activated. The EOC will coordinate support efforts for the various utilities involved in the restoration process.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. A disaster may result from natural or technological hazards or from a national security emergency that produces extensive damage and results in a large volume of requests for utility and public works services. When notified of an incident situation, the utilities will monitor the situation, pre-plan, and assist with the request. The Energy critical infrastructure may sustain damage in an incident; and

   1. The damage will influence the accessibility level of relief services.
   2. Disaster response will require effective utility coordination with emergency responders.
   3. Priority for the restoration of utility services will be determined in order to first provide for emergency services and then to restore normal operations.

B. Public Safety is the highest priority in the emergency response to a utility event.

C. The financial aspects of utility restoration will be taken on by the individual utility providers as per their SOP and regulatory requirements.

D. Services by emergency providers will not be charged to utility providers except in the cases where state and federal laws allow this action like HAZMAT response.

E. Any event where a Presidential Declaration is decreed, emergency response agencies will include utility providers in their assessing of the event restoration cost and assist them with reimbursement from the federal arena.

F. Utility regulatory requirements require extensive reporting to state and federal agencies dependent on the amount of damage to the infrastructure.

G. Each utility should have a designated spokesperson that will serve as a liaison with the EOC and emergency responders to provide critical information on the restoration process and to relay concerns from the public sector as to areas that need restoration activity first.

H. All utilities have EOPs and will enact those plans in support of this ESF, and all departments have established continuity of operations plans.

I. All supporting agencies will ensure continual operational readiness.

J. Utilities have various mutual aid agreements and contractor resources that are pre-qualified to complete restoration work and return utility services to the community as soon as feasible.

K. Utility companies will ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations.

L. Utility companies have extensive mutual aid and contractual agreements to mitigate financial concerns on the public sector for utility restoration work. Agreements with utility companies on the use of their employees, equipment, or materials for public sector activities should be negotiated before a situation occurs.

M. Utility companies will ensure that on-call contracts with engineering companies and construction contractors include provisions for emergency services. These aspects are critical because of the specialized workforce necessary for utility infrastructure restoration activities.

N. Mobilization centers, staging areas, receiving and distribution sites, key operational support facilities, and necessary staffing are identified in the utility EOP, including the requirements for qualifications of workers for the utility infrastructure restoration.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Provide a representative to the EOC, as requested.

Incident Assessment:

A. Implement damage assessment activities to confirm and report the level, severity, and extent of involvement.

B. Identify threats to systems, resources, and support needed for restoration activities.

C. Identify and determine available local, county, and state resources to aid safe and timely emergency shutdown of utilities to prevent damage.

D. Conduct emergency shutdown, as necessary.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Analyze incident or potential incident conditions, needs, and requirements.

B. Recommend priorities for the repair of damage. Communication with the public sector is essential in this effort.

C. Coordinate with other public works, water, and utilities, as necessary.

D. Determine resources available and evaluate the capability to perform required response operations.

E. Coordinate repairs and energy security with available internal and mutual aid resources.

F. Determine additional resource needs. Requests for external support should be made through the Pueblo County EOC.

G. Select and contact appropriate personnel.

H. Designate personnel authorized to enter the affected area and provide this information to the EOC and emergency responders.

I. Ensure clearance of critical areas of downed power lines, blowing gas or broken water piping.

J. Initiate temporary emergency repairs, as needed.

K. Restore services in priority order.

L. Coordinate with ESF 3 regarding debris removal and disposal.

M. Provide available emergency traffic control equipment such as barricades and street flares; coordinating with local law enforcement.

N. Determine emergency sources of electricity, gas, and potable water.

O. Continue damage assessment and monitor the condition of sewage, electrical, gas, and water distribution systems.

P. Provide and coordinate public information through the Pueblo County Sheriff's Office PIO or the EOC and JIC, if activated, in support of ESF 15.

Q. Coordinate with law enforcement personnel for maintaining the security of facilities and supplies (ESF 13).

R. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery:

A. Complete damage assessment and compile damage report.

B. Recommend to the EOC functions which should be reduced, maintained, or strengthened during the emergency period and transition to recovery.

C. Upon conclusion of energy/utility response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

A. All agencies, departments, and utilities with responsibilities identified in this section of the EOP are responsible for developing internal procedures and standard operating procedures for carrying out the following assigned lead and support functions:

1. Identify, train, and assign personnel to maintain contact with and prepare to execute missions in support of the Pueblo County EOP during periods of activation.
2. Coordinate activities and maintain communication with the EOC, if activated, during all emergency operations.
3. Provide an agency representative to the EOC as requested.
4. Provide information and coordinate any public announcement, statement or press release through the PIOs or the EOC and JIC, if activated.
5. Provide program assistance and expertise as appropriate and in coordination with other agencies.
6. Provide all requested information before, during, and following any incident to the EOC.

B. **Utility Companies in the Pueblo area.**

1. Black Hills Energy and San Isabel Electric are responsible for electric distribution grids in the Pueblo area.
2. Black Hills Energy, Tri-State, Western Area Power Authority (WAPA) and Xcel Energy are responsible for the electric transmission systems in the Pueblo area.
3. Black Hills Energy and Xcel Energy have electric generation facilities in the Pueblo area.
4. Xcel Energy and Colorado Natural Gas have the natural gas distribution system in the Pueblo area.
5. Colorado Interstate Gas has the natural gas transmission system in the Pueblo area.
6. Pueblo Board of Water Works, Mesa Water, Pueblo West Water along with water boards in the smaller townships in the Pueblo area have responsibility for the potable water systems, and the sanitation systems were applicable.
7. Several private vendors supply propane and potable water deliveries to residents who are not part of established utility systems in parts of the Pueblo area.

C. **Public Works in Partnership with Utilities (Power and Water).**

1. Provide technical assistance in evacuation or movement-restriction planning and in determining the most viable transportation networks to, from and within the

incident area as well as alternate means to move people and goods within the area affected by the incident.

2. Work with industry partners to assess the damage to the transportation infrastructure, analyze the impact of the incident on transportation operations regionally, and report promptly as changes occur. Public Works can assist utility restoration processes by communicating downed lines, natural gas smells, and broken water pipes to the appropriate utility through the EOC.
3. Create an expanded workforce through emergency contracts.
4. Evaluate the availability of personnel, materials, supplies, and equipment that can be provided to respond and to commit available resources.
5. Provide communication networks through vehicle-based two-way radios.
6. Utilities will need access to the damaged infrastructure for restoration work. Public Works with vehicles plows and other equipment can assist with this function.
7. Provide water treatment, stormwater, and wastewater treatment facilities serving the various cities and municipalities.

D. **Utility provider responsibility to the Pueblo area emergency response agencies.**

1. All utility providers will establish and maintain a good relationship with the public agencies in their service territories.
2. Utilities will provide information and training to emergency providers to assist them in a safe response to utility incidents requiring their expertise.
3. Utility providers will take part in community committees like the LEPC to enhance communications with the public sector.
4. Utility providers will allow emergency responders access to their facilities for familiarization in case of a needed emergency response.
5. Utility providers will communicate hazards like chemical inventory, explosive materials, etc., used in their processes to the emergency responders in their area.
6. Utility providers will work with the public sector in outage conditions to restore vital services as requested for Public Safety.

E. **Responsibility of Pueblo area emergency response agencies to utility providers.**

1. Pueblo area emergency response agencies will actively promote communications and good relations with utility providers.
2. Policies and processes for emergency response in Pueblo will take into consideration the needs of utility providers.
3. Training opportunities, training exercises, etc., for Pueblo area Emergency Responders will be offered to utility providers, as appropriate.

4. Pueblo area Emergency Response agencies will not turn off, modify, or remove utility services or equipment unless trained and authorized to do so. Communication with the appropriate utility provider must be made as soon as possible.

F. **Pueblo County Sheriff's Office, Emergency Services Bureau.** Coordinate activities specified in this ESF to support field response and recovery.

G. **Law Enforcement Agencies/CSP.** Provide security for transportation assets; assist and direct evacuation per incident requirements.

H. **Metro Districts:** Metro Districts provide distinct and varying levels of service as described in the Public Works and Water/Wastewater Utilities entities.

I. **CO-DHSEM.** Assist with the resources necessary to assist utility restoration in the Pueblo area.

Emergency Support Function (ESF) 13, Public Safety and Security

Primary Agencies: PCSO, Pueblo Police Department

Supporting Agencies: CSP, Tenth Judicial District Attorney, Colorado Department of Public Safety, Colorado Information Analysis Center (CIAC), Other State and Federal law enforcement agencies and Military Installations

PURPOSE

The purpose of ESF 13, Public Safety and Security is to describe the law enforcement measures provided by Pueblo law enforcement agencies during an emergency or disaster, or when available intelligence indicates the potential for a situation that would require the mobilization of law enforcement resources, to preserve peace and public safety within the County of Pueblo.

SCOPE

The scope of this ESF is to outline the responsibilities and activities relating to law enforcement in the event of an emergency or disaster. Pueblo County Sheriff's Office and Pueblo Police Department, based on jurisdictional boundaries, along with the support of other agencies, will perform law enforcement, peacekeeping, evacuations, and other related public safety functions. These functions are to prevent an incident or stop an undesirable situation before it occurs; respond to a major incident, or incident in-progress, and restore the peace and public safety of the community. This ESF shall also serve as the general planning utility for incidents involving workplace and school violence.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. Both during and after an emergency or disaster, law enforcement and safety measures will be needed to protect life and property. Because law enforcement agencies conduct routine patrols within the community, officers may be the first responders to arrive on the scene of an incident.

B. Pueblo County law enforcement activities remain under the control of the Pueblo County Sheriff.

C. Municipal law enforcement activities remain under the control of the Chief of Police.

D. The State of Colorado has concurrent responsibility with local jurisdictions for certain offenses.

E. The Federal government has responsibility for enforcement of Federal laws, though local and State officers have authority to enforce and make arrests for certain Federal violations. Federal agencies provide law enforcement support to local jurisdictions in peacetime emergencies. Federal resources will augment, but not supplant, local law enforcement authority.

F. The Governor may assign the Colorado National Guard (CONG) to law enforcement duty. When acting in this capacity, the officers and enlisted personnel of the CONG have the full authority of peace officers under Colorado law, and function as State Police officers. They may report directly to the lead agency or may be under a separate chain of command. Their chain of command is designated by the Governor or their commanding officer.

G. An Incident Command System (ICS), in compliance with the NIMS, will be established. This system will be utilized to coordinate the on-scene incident response activity.

H. Activation of the Pueblo County EOC may be required during an incident. Any independent departmental operations centers will coordinate activity and maintain communication with, as well as support the EOC if activated.

I. Through activation from the Pueblo County EOC, ESF 13 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.

J. When available local and mutual aid resources are exhausted, ESF 13 will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

K. Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

L. If the incident or emergency is of such that the safety of lives and property are threatened, an evacuation may be ordered. When this occurs, the responsible jurisdiction will lead/conduct the evacuation. Law enforcement activities will include, but are not limited to:

   1. Door to Door notification
   2. Route Alerting
   3. Traffic control
   4. Site Security
   5. Shelter Security
   6. Support for re-entry procedures

M. Traffic control and enforcement will be needed to ensure the orderly flow of traffic on roadways and subsequent evacuation corridors.

N. Site security will be provided for the evacuated areas to prevent looting, as well as to protect property from intruders and vandalism.

O. Pueblo County is home to vulnerable populations who may need additional assistance, including children and families, individuals with disabilities, and others with access and functional needs. Evacuations of these people may require additional personnel.

P. The concentration of large numbers of people at shelters will require the presence of police to preserve orderly conduct.

Q. Security will be needed to protect emergency supplies, food, and equipment at shelters and other storage locations.

R. Incidents of bomb threats, arson, and threats against individuals or groups, to achieve political concessions or public notoriety may cause disastrous results including, public panic.

S. Civil disturbances may result in widespread injuries and damage to property and may require the mobilization of large numbers of law enforcement resources.

T. All agencies with a lead or support role in law enforcement activities have operations plans and will enact those plans in support of this ESF, if necessary.

U. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

V. All supporting agencies will ensure continual operational readiness.

W. Agencies will develop inter-agency and inter-jurisdictional agreements, such as mutual aid agreements with similar agencies, to expedite resource mobilization when additional assistance is needed.

X. Mobilization centers, staging areas, receiving and distribution sites, key operational support facilities, and necessary staffing will be identified.

Y. Under some circumstances, the incident scene is also a crime scene, and care must be taken to protect evidence.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive a notification when an incident occurs, or when intelligence indicates the potential for a situation that would require the mobilization of law enforcement resources.

B. Provide a representative to the EOC, as requested.

Incident Assessment:

A. Confirm and report the level, severity, and extent of involvement.

B. Identify threats to city assets and resources.

C. Access plans, procedures, and organizational structures needed to ensure the continuation and coordination of law enforcement and security of city resources during an incident.

D. Identify and secure equipment required to maintain readiness and the continuation of operations during an incident.

E. Identify alternate agencies to assist in law enforcement and security during an incident.

F. Monitor vulnerable populations who may need additional assistance, including children and families, individuals with disabilities, and others with access and functional needs. Evacuations of these people may require additional personnel.

G. Identify and maintain a network of available local, county, and state resources to aid in law enforcement and security.

H. Initiate agency EOPs.

Incident Command and Incident Support:

A. Establish a unified ICS to effectively manage law enforcement incidents, or in support of other incidents.

B. Develop an IAP and establish safety parameters.

C. Determine Communication Channels and if necessary, obtain Mutual Aid Channel for incoming support communications.

D. Designate personnel authorized to enter the affected area.

E. Select and contact appropriate personnel.

F. Communicate incident details to local partners/stakeholders through Communications or EOC, if activated.

G. Ensure procedures are in place to conduct emergency evacuations when necessary.

H. Ensure that administrative procedures are in place to aid control during emergency operations.

I. Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

J. At the request of the Incident Commander, when available local and mutual aid resources are exhausted, notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

K. Coordinate with the public information officer to communicate emergency public information and external communications (ESF 15) and JIC, if activated.

L. Maintain security of facilities and supplies.

M. Consider and backfill staffing needs beyond the first operational period.

N. Act as officers of the requesting jurisdiction when responding to mutual-aid requests and utilize NIMS.

O. Provide security to scenes and facilities as needed to support IC.

Demobilization, Re-entry, and Recovery:

A. Coordinate and organize long term plans for the continued operation of emergency service resources.

B. Provide damage documentation on affected police department buildings, lands, or other structures to the Damage Assessment Unit in the EOC.

C. Develop and enact a plan to repair or replace any damaged LEO equipment.

D. Develop plans to replace or supplement personnel required to maintain operations.

E. Upon conclusion of operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

A. **Primary Agency.** In an emergency or disaster, when life, health, and property may be threatened, the primary responsibility of law enforcement is the enforcement of laws of the City of Pueblo and Pueblo County. Other responsibilities include serving as leaders of the ESF 13 group at the EOC, supporting Incident Management Teams in the field, coordinating activities with support agencies, providing expertise on public safety to the Incident Manager when requested (including evacuations), and ensuring the activities under this ESF are related to the safety and security of the public.

B. **Supporting Agencies.** Support agencies maintain their normal daily functions during the emergency or disaster as much as possible in order to protect the public. They are responsible for coordinating information with the primary agencies. They can also provide subject matter, expertise and advice.

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Emergency Support Function (ESF) 14, Cross-Sector Business and Infrastructure

Primary Agency: County Manager and Pueblo County Sheriff's Office

Supporting Agencies: All affected Public and Private Stakeholders

PURPOSE

The purpose of ESF 14, Cross-Sector Business & Infrastructure, is to support the coordination required to stabilize key supply chains in Pueblo County. This ESF describes the operational components as well as roles and responsibilities of the agencies necessary to fulfill the duties of ESF 14.

SCOPE

ESF 14 serves to align and support cross-sector operations among infrastructure owners and operators, businesses, and government partners to stabilize our community. It is complementary to the operations of the other ESFs and is a mechanism for private-sector and other critical infrastructures that are not aligned to an ESF or have no other means of coordinating their inclusion in emergency response operations.

Activities of ESF 14 include provide unique services and resources from the private sector to enhance response operations, coordinate with other ESFs to ensure Pueblo County residents have access to essential services, coordinate among private sector and infrastructure partners to prevent or mitigate cascading failures across multiple sectors, and coordinate with private sector partners to stabilize supply chains and distribution networks both within and outside the affected area.

SITUATION AND ASSUMPTIONS

A. Communities rely on businesses, interdependent critical infrastructure sectors, and complex supply chains. Disruptions in one sector can rapidly cascade across others. Such incidents can also disrupt National Critical Functions and related supply chains.

B. While business and infrastructure owners and operators have primary responsibility for managing their operations and systems in emergencies, ESF 14 will support and enable collaboration among critical infrastructure sectors and will help to coordinate and sequence such operations to mitigate cascading failures and risks. ESF 14 will identify, collect and synthesize information from participating private and public sector entities, and will provide guidance to support emergency response operations.

C. Planning requires assumptions based on statistics, history, behavior patterns and likely future trends. The following assumptions were made as consideration for ESF 14 Cross-Sector & Infrastructure:

1. Organizations representing private sector partners will share information with one another and Pueblo County to coordinate support, request resources, and share information about the impacts to the private sector following a disaster.
2. Private sector entities that are impacted may have limited resources to support other county operations and may be focused on more on their own stabilization than in supporting the public sector.

CONCEPT OF OPERATIONS

ESF 14, Cross-Sector Business and Infrastructure, consists of five broad activities in relation to the Pueblo County Emergency Operations Plan. These activities are:

A. Provide unique services and resources to enhance response.

B. Ensure residents have access to essential services.

C. Prevent or mitigate cascading failures across sectors.

D. Stabilize supply chains and distribution networks.

E. Facilitate cross-sector communications and shared situational awareness.

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. The Pueblo County Sheriff and County Manager will determine the need to staff to ESF 14; this position will be staffed based on incident assessment and coordination by EOC Coordinator and ESF 5 lead.

Initial Assessment:

A. Receive Incident Commander's or Unified Command's assessment.

B. If assigned, ESF 14 lead will coordinate activities with ESF 5 and other ESFs based on current response efforts.

C. ESF 14 lead will determine appropriate cross-sector business and infrastructure partners required to support essential private and public services to the community.

D. ESF 14 lead will provide the information, as appropriate, such as input for reports, briefings, displays, public information activities, and plans.

Incident Command and Incident Support:

A. ESF 14 will coordinate all cross-sector business and infrastructure activities to support the incident, as appropriate.

B. ESF 14 lead will provide progress and reports to the Pueblo County Sheriff and the County Manager as requested.

C. ESF 14 lead will coordinate all response activities with ESF 5 and the EOC Coordinator.

Demobilization, Re-entry, and Recovery:

A. ESF 14 will be prepared to transition to conduct long-term and short-term recovery.

B. ESF 14 will provide all documented expenditures to the Finance Section.

ORGANIZATION AND RESPONSIBILITIES

During a declaration of disaster or emergency response the PCSO has the primary responsibility for coordination of cross-sector business and infrastructure in Pueblo County in conjunction with the Pueblo County Manager and other elected officials.

A. The PCSO.

1. Coordinate the activities of Support Agencies within ESF 14 to fulfill operational objectives.
2. Direct the activities of the ESF #14 in conjunction with assistance from ESFs at the local, State, or Federal levels, as applicable.
3. Collaborate with other Coordinating Agencies to ensure an effective response between ESFs.
4. Designate sufficient representatives (no less than three) to support/staff 24-hour operations at the Pueblo County EOC. The Pueblo County EM will maintain listings of these personnel, 24-hour contact information, and directions for contacting them in the event of communication outages.
5. Develop and train all staff responsible for implementing ESF 14 on standard operating procedures.
6. Share ESF 14 activity information with appropriate EOC personnel.
7. Prioritize ESF 14 operational strategies in alignment with the EOC and on scene objectives.
8. Work with infrastructure owners and operators on requests for assistance regarding critical infrastructure.
9. Coordinate local and state agencies to ensure that critical infrastructure and other private sector owners and operators have access to necessary information from across all agencies.
10. Facilitate information sharing among key stakeholders, private sector partners, government agencies, and ESFs on the status of critical businesses and industries within incident areas.
11. Deliver timely and relevant information and disseminate actionable alerts to public and private sector partners.
12. Receive, manage, and track resource requests for ESF 14 in accordance with established resource management procedures.

13. Coordinate with ESF 15 - Emergency Public Information for the inclusion of appropriate information for public dissemination.

14. Assist in the development of the After-Action Report. This report is a detailed, written analysis of the strengths and weaknesses of county-level emergency response and short-term recovery activities based upon extensive research of the event and interviews with participating assessment, response, and short-term recovery personnel.

B. County Manager.

1. Work with critical infrastructure partners and government partners to identify and address informational and analytical needs, including cross-jurisdictional and cross-sector issues and needs.

2. Facilitate a joint understanding between industry and government agencies of hazards and risks.

3. Support local governments in their response to incidents by connecting them with private sector partners.

4. Identify options to help businesses resume operations and to incentivize growth following disasters.

C. Public Works and Engineer. Provide subject matter expertise and advice county leadership on infrastructure impacts and potential solutions.

D. Local Chambers of Commerce.

1. Coordinate with private sector organizations on corporate humanitarian response activities and/or philanthropic programs.

2. Share information on the response and recovery process to assist industry partners who have been impacted or are functioning under business continuity plans.

3. Provide data and conduct outreach to the business community, including utilizing local stakeholder networks to determine incident damages and resource needs.

E. Utility Companies.

1. Provides information, in corporation with local, State and energy and water officials: on energy and water supply and demand conditions, as well as the requirements for, and the availability of materials and services critical to energy and water supply

systems (e.g., outages, shortages, limitations, restoration status, and infrastructure status) assessment and repair.

3. Provide subject matter expertise and advice County leadership on infrastructure impacts and potential solutions.

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Emergency Support Function (ESF) 15, Public Information and External Communication

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: Risk Communications Network, City of Pueblo Public Affairs, local media outlets, and other agencies and jurisdictions as necessary

PURPOSE

The purpose of this ESF is to establish mechanisms to ensure public awareness of all-hazards and to maintain active channels of communication that will inform and advise the public on appropriate actions before, during, and after an emergency. This ESF provides for effective collection, verification, and dissemination of information and to minimize any misinformation released to the public.

SCOPE

ESF 15 – Public Information and External Communication, applies to all participating agencies, (primary, supporting, and Emergency Support Functions) during all-hazards incidents, training, and exercises. This ESF provides a framework for public information and external communications where response by multiple agencies and EOC, JIS, or JIC activation may be required.

ESF 15 involves compliance with the Pueblo community JIC guidelines but otherwise does not define SOP/SOG for other participating agencies. Each responding agency may work under the auspices of their SOP/SOG within the framework of the incident command system.

This ESF is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. In the event of a local emergency or disaster that has impacted or has the potential to impact the citizens and guests of Pueblo County, the Pueblo County Sheriff's Office will facilitate or participate in the JIS as provided for in this ESF. Lead responsibility for the JIS and associated JIC generally rests with the EOC.

B. Emergency Preparedness information will improve public response during an actual emergency. A proactive public information program shall promote awareness of the need to prepare for all types of incidents facing the community.

C. Centralized coordination and dissemination of factual, official information is necessary to assure a well-informed public, to avoid or minimize the release of misinformation, and to dispel rumors.

D. As a matter of routine, and before an emergency develops, close contact shall be maintained with local, state, army, and federal public information officers. Contact will

also be maintained with the media to enhance public preparedness and awareness before an emergency, and to facilitate dissemination of actual incident information.

E. Emergency public information utilizes the JIS concept and coordinates with all available media to provide the public with official news, information, instructions, and procedures should a local incident, or severe international crisis occur. The JIS ensures public information officers from multiple agencies share or collaborate on emergency information.

F. Sufficient warning time may not always be available before an emergency to activate and implement the JIS/JIC construct, therefore:

   1. EAS messages may be utilized to pass urgent information and instructions to the media and the public.

   2. Emergency Notification System (ENS) may be activated to provide direct, immediate, and concise information to a targeted group of citizens.

G. Appropriate emergency information will be provided to ensure the broadest possible coverage of the affected population.

   1. All available media shall be used to communicate with the public.

   2. A working relationship between the Pueblo County Sheriff's Office PIO and the local media shall be maintained.

   3. The PCSO-ESB staff will work with the local broadcasters to ensure the EAS is operational and available to provide emergency public information in the event of natural and human-made emergencies or disasters.

   4. Information will be provided in English, Spanish, and American Sign Language whenever necessary and possible.

   5. Other means to reach the affected population, including those with access and functional needs include but are not limited to, closed captioning, interpreters, weather radios, EAS messages, ENS, and social media.

H. Should the situation warrant, the JIS may operate utilizing a JIS Strike Team or out of a JIC, with the determination to be made in coordination with EOC lead(s).

   1. Activation of a JIC will be organized and coordinated by PCSO-ESB.

   2. The JIS/JIC is managed by the PCSO PIO.

      a. If the PIO is not available, the PCSO-ESB Bureau Chief or EOC Coordinator will appoint a PIO.

      b. If possible, the PIO should be a county or city employee who either serves in the role of a PIO or possesses a working knowledge of the duties of a public information officer.

   3. The nature, scope, and location of the incident will determine which other agencies will provide a representative to the JIC. The JIC will serve as a location representing

various organizations and agencies providing the public with quick, accurate, and effective information, with less risk of conflicting statements.

4. A group of pre-identified JIC personnel will be organized upon the activation of the JIC. If needed, sufficient personnel will be assigned to permit extended hours of operation during an emergency or disaster.
5. The JIC will be declared operational when the PIO or alternate is present, as well as sufficient personnel to respond to incoming inquiries and perform administrative functions.
6. Through the JIC, the EOC will maintain contact with all mass media serving the county and municipalities.
7. A media center may be established to enable media representatives to receive up-to-date information in person regarding the incident and may include live media briefings.
8. Pueblo County Sheriff's PIO and other responding agencies will activate a call center for public and media inquiries, write media releases, coordinate with field PIO, monitor media for misinformation and gather information for public dissemination out of the activated JIC.
    a. This call center will serve as a location where incident-related inquiries from citizens and media may be directed.
    b. The call center phone number will be widely disseminated to the public.

I. All agencies responding to a disaster in Pueblo County are individually and jointly responsible for developing and releasing emergency public information about their agency's actions.

J. The PIO, in coordination with the ARC, will establish a single point of contact for the public to obtain information concerning missing relatives, available emergency services, and will communicate those messages through the media.

K. News releases, instructions, or official information originated by participating organizations will be coordinated through the EOC until activation of a JIC. Activation of any public information support beyond the PIO will follow the plan outlined for the Pueblo Community JIC.

L. Through activation from the Pueblo County EOC, ESF 15 will follow established mutual aid and intergovernmental agreements utilizing local resources whenever available.

M. When available local and mutual aid resources are exhausted, ESF 15 will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

N. Follow policies outlined in the Pueblo County EOP as the situation mandates.

O. It is assumed that all agencies have EOPs and will enact those plans in support of this ESF and all departments have established continuity of operations plans.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Identify the need for immediate or urgent communications for protective actions or other essential information including an evacuation, a shelter-in-place, etc.

   1. Recommend the need for mass message distribution direct to the public including social media, ENS, weather radios, Sirens, etc.

   2. Initial EAS message will be issued by the PCSO Communications Center, or PCSO-ESB staff. Other EAS messages will be selected or developed by the appropriate PIO.

   3. ENS activation may also be necessary to ensure public safety. This activation will require approval by the IC or the EOC Coordinator.

   4. Once approval for the launch is received, Communications Center staff or PCSO-ESB staff may initiate the process.

C. The PCSO-ESB Chief will decide to activate the JIC when the situation warrants.

   1. Activations of the JIC will be in accordance with the Pueblo Community JIC guidelines.

   2. During a chemical stockpile incident, the Pueblo County EOC and the Pueblo Chemical Depot will jointly decide to activate the JIC.

D. Provide a representative to the JIS/JIC/EOC, as dictated by the situation.

E. The JIC will be declared operational when the PIO or alternate is present, as well as enough personnel to respond to incoming inquiries and perform administrative functions.

Incident Assessment:

A. Obtain briefings from the IC, PIO, Communications Center, and EOC Coordinator.

   1. Determine the status of the incident.

   2. Identify jurisdictions involved and jurisdiction(s) in command.

   3. Identify the need to de-conflict any inconsistent information.

   4. Determine current media presence and identify immediate media needs.

B. Identify who will be responsible for approving news releases before distribution.

C. Determine constraints on information process.

D. Recommend level of support needed for successful public information needs as outlined in JIC guidelines. Level of activation 1-4 is at the discretion of the ESF 15 representatives in the EOC.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Provide media and JIS partners with on-going public information.

   1. Prepare initial public information summary as soon as possible. When information is limited, use the following statement:

      We are aware that an [accident/incident] involving [type of incident] occurred at approximately [time], in the vicinity of [general location]. [Agency personnel] are responding, and we will provide you with additional information as soon as we are able. An EOC has been activated and is staffed with the agencies needed to handle this event/crisis. The line available for media inquiries is 719-924-5471. Please do not call 911 to request information. Thank you for your patience in the early stages of this event.

   2. De-conflict any information before it is released to the media.

   3. Provide a point of contact information to media outlets.

   4. Coordinate a schedule for media and JIS partner updates.

   5. Establish a schedule for news conference(s). Coordinate logistics (location, speakers, time).

   6. Satisfy requests for one-on-one interviews as circumstances permit.

B. Implement operations IAW the JIC guidelines.

C. The PCSO PIO or an alternate may serve as a spokesperson for the EOC during an emergency.

   1. The PIO will issue news releases at the request of the county after coordinating current information with other agencies.

   2. MAC Group approval is required before issuing policy-related news releases.

   3. Organizations not represented by the MAC Group may use their own Public Information Officer.

   4. Member(s) of the MAC Group will receive copies of all releases.

D. Determine staffing requirements and make required support assignments for the JIS or JIC, as necessary.

E. Familiarize staff and participants with workspace, available materials, and communication devices.

F. Monitor and participate in on-line conversations.

G. Establish Media Monitoring.

H. Develop talking points for EOC, agencies, and elected officials.

I. Continue to obtain incident updates from the IC, PIO, and other ESF's. Use updates to craft updated messages and talking points and distribute ASAP.

J. Coordinate with other ESFs to determine the need to publicize information to ensure public awareness of all-hazards and inform and advise the public on appropriate actions before, during, and after an emergency.

K. As necessary and in coordination with the ARC, establish a single point of contact for the public to obtain information concerning missing relatives, available emergency services, and communicate those messages through the media.

L. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery:

A. Upon reduction in or conclusion of public information and external communications operations, release tasked personnel/organizations to their regular duties.

B. Provide contact information for any follow-up inquiries.

ORGANIZATION AND RESPONSIBILITIES

A. Pueblo County Sheriff's Office.

1. The PCSO PIO has responsibility for the Pueblo County Sheriff's Office overall emergency public information program. Those responsibilities include:
2. Advisor to the Executive Policy Group, Incident Commander, and other local authorities on public information matters.
3. Liaison to all media, ensuring effective dissemination of emergency public information and materials.
4. Maintenance of a strong working knowledge of emergency plans and procedures of agencies within this jurisdiction.
5. Preparation of news releases; review, edit, and a clear material for public release under established policies; coordination of releases with other organizations or agencies concerned.
6. Preparation and dissemination of emergency preparedness public information material based on hazard analysis impacting county jurisdictions.
7. Maintenance of a network of trained and available Public Information Officers
8. Facilitation of all activations of the Pueblo Community JIC.
9. Annual review and update of publications associated with the activation and operation of the JIC.

10. Educate the public in all-hazards preparedness, community-specific risks, and personal responsibility before, during, and after a natural or human-made emergency or disaster.

B. Risk Communications Network:

1. Provide the effective release of timely, information to the public, coordinated among all pertinent other government agencies in support of the incident.
2. Provide augmentation support for JIC operations.

Appendix 1, Emergency Operations Center (EOC) Activation and Operations

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: All participants in the Pueblo County EOC

PURPOSE

To establish procedures for activation and operation of the Pueblo County EOC.

SCOPE

This appendix applies to all participants in the Pueblo County EOC.

This appendix is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. Activation of the EOC may be required during an incident. The EOC may consist of a partial activation or full activation of Pueblo County. The EOC will coordinate with the IC to assist with resource ordering and any disaster declaration that may need to be addressed.

B. The EOC is activated to support the IC and does not manage the incident. The EOC's function is to assist with resource requests, provide technical support, gather intelligence/information, maintain situational awareness, anticipate the needs of the Incident Commander, and to coordinate fully with the Incident Command Staff.

C. An Incident Command System will be established to coordinate on-scene incident response activity in compliance with the NIMS.

D. The EOC may be activated for emergencies that do not result in local disaster declarations.

E. All individual agency/departments operations centers will coordinate activity, maintain communication with and support the Pueblo County EOC if activated. The Pueblo County EOC, if activated, will be the overall coordination center in support of the on-scene Incident Commander(s).

F. Through activation from the Pueblo County EOC, all responding agencies will follow

established mutual aid and intergovernmental agreements utilizing local resources whenever available.

G. The Pueblo County EOC is in the Pueblo County Sheriff's Office Emergency Services Center; 101 W 10th Street Pueblo, CO.

H. The EOC is a fixed facility, available 24 hours a day, seven days a week.

I. The Pueblo County EOC is maintained by Pueblo County Sheriff's Office and managed by the Pueblo County Sheriff or his designee.

J. Pueblo County Sheriff's Office Emergency Services Bureau command staff will coordinate emergency use of the EOC and PCSO-ESB staff will assume key roles during an event.

K. In addition to PCSO-ESB staff, the EOC will be augmented by representatives from communities affected by the incident and other community response agencies.

CONCEPT OF OPERATIONS

A. Activation

1. Activation may be requested through the Pueblo County Sheriff's Office Communications Center (719-583-6250) by any IC or jurisdictional agency leadership.
2. The decision to activate the EOC may be made by any of the following: a County Commissioner, Sheriff or his designee, PCSO-ESB Chief or designee, Police Chief, Fire Chief, or other authority based on the need to coordinate response to a local emergency or disaster involving multiple jurisdictions and/or multiple responding agencies.
3. Activation level will be declared by the activating entity but may be escalated to a higher level based on the progress of the incident. The four levels of activation are as follow:
    a. **Level 3** – PCSO-ESB Staff only.
    b. **Level 2** – PCSO-ESB Staff plus fire desk.
    c. **Level 2+** – PCSO-ESB Staff plus all specified ESFs required (Based on the incident type, and size).
    d. **Level 1** – ALL HANDS.
4. The EOC is configured in ESFs and operates under Branches or Sections.
5. Jurisdictions and agencies involved in a response for which the EOC is activated are responsible for sending appropriate representatives to staff the EOC.
6. The EOC is declared operational when representatives from all ESFs/supporting agencies required by the situation are present and signed in, and the initial briefing has been completed.

B. EOC Operations

1. The EOC Coordinator will be a member of the PCSO-ESB staff with the appropriate training and skill set required based on the nature of the incident.
2. The EOC Coordinator is responsible for staff assignments within the EOC and setting EOC Objectives for the duration of the incident.
3. A checklist approach is used for EOC activation and will be reviewed annually during EOC drills for updates.
4. EOC Position Books and other job aids are available in the EOC to facilitate EOC operations.
5. The MAC Group, as described in the Basic Plan, will make policy decisions.
6. The EOC Coordinator will serve as a liaison between the MAC Group and EOC.
7. Regular briefings will be conducted for all ESF positions to provide specific updates and general overview of activities.
8. EOC automation systems will be utilized to provide graphics, video, weather conditions, storyboard, and other outputs to record, summarize and project events--making that information available to all in order to provide a common operating picture. Pueblo County IT staff will be utilized to develop and maintain those automated outputs.
9. Information from the IC and the EOC will be utilized to provide incident-specific information and recommendations to the public. Press releases will be coordinated with the IC and MAC Group as appropriate and disseminated through the Joint Information System. Media and public are not permitted in the EOC during an actual activation; however, a coordinated workspace can be provided through the Lead PIO.
10. PCSO will maintain EOC security. EOC staff will sign in electronically. Any non-credentialed EOC staff member will be issued a temporary badge as they report to the facility. These temporary badges will be collected upon exit of the EOC daily.
11. For activations that extend beyond four hours, PCSO-ESB will provide meals as appropriate.
12. The Emergency Services Center will have provisions for dormitory space if needed. Shower and restroom facilities are available in the Emergency Services Center (ESC).
13. Communication within the EOC will be via a combination of one-to-one conversations, written messages, group briefings, and computer access.
14. Communication between ESFs and field responders occurs via radio, telephone, and other means.

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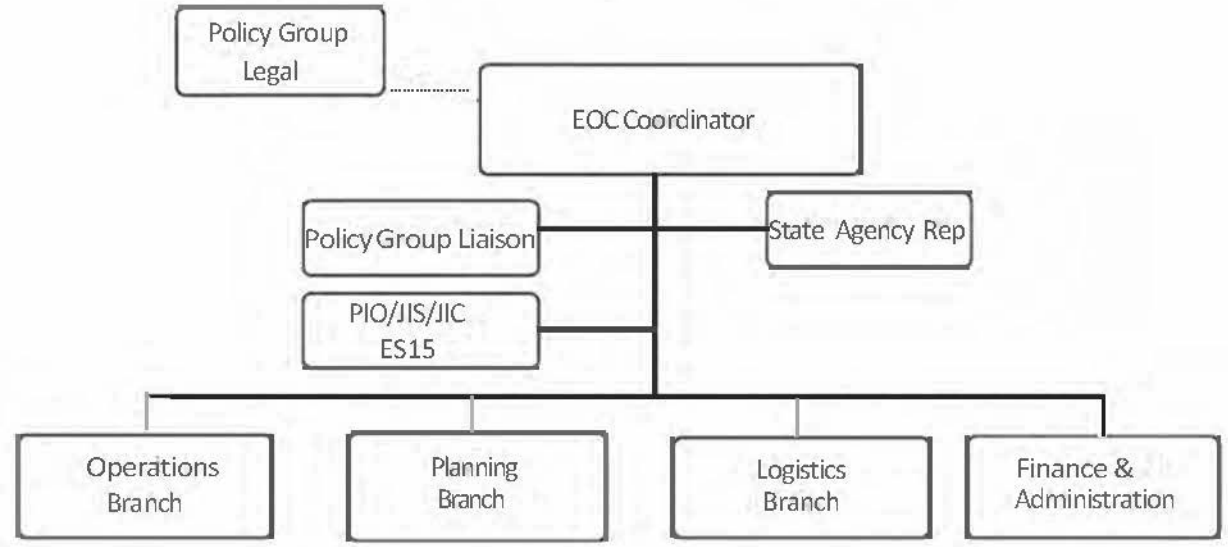
Appendix 2, Pueblo County EOC Activation Sequence

OR

EOC Management Structure



ESF 1: Transportation
ESF 2: Communications
ESF 3: Public Works & Engineering
ESF 4: Firefighting
ESF 5: Emergency Management
ESF 6: Mass-Care, Sheltering & Human Services
ESF 7: Logistics Management & Resource Support
ESF 8: Public Health & Medical Services
ESF 9: Search & Rescue
ESF 10: Oil and Hazardous Materials (HAZMAT) Response
ESF 11: Agriculture & Natural Resources
ESF 12: Energy
ESF 13: Public Safety & Security
ESF 14: Cross Sector Business & Infrastructure
ESF 15: Public Information & External Communication

Appendix 3, Alert, Warning, and Notification

Primary Agency: Pueblo County Sheriff's Office - Emergency Services Bureau

Supporting Agencies: All participants in the Pueblo County EOC

PURPOSE

The purpose of this appendix is to set forth procedures for the utilization of alert, warning, or notification resources and communication support in and for Pueblo County in the event of natural or human-caused emergencies or disasters. This appendix provides for guidance for all levels of government. This appendix may be routinely activated independently of the implementation of the Pueblo County EOP in conjunction with emergency declarations or when placed in effect by the EM Coordinator, PCSO-ESB, Sheriff, or another authorized official.

SCOPE

The scope of this appendix is to describe the ENS, which may be employed by the Pueblo County EOC and other agencies before, during, and after an emergency or disaster. To accomplish this task, Pueblo County offers this appendix to provide for alert and notifications to our community.

This appendix is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

Alert, Warning, and Notification address how the emergency management program will disseminate emergency warnings to the public potentially impacted by an actual or impending emergency and communicate with the public. These systems will be used in support of the operations of the response teams, EOC, local government, along with regional and state partners. They include, but are not limited to; radio communications, landlines, cellular, electronic data (i.e., internet/intranet), the ENS, and other specialized communications. All incidents, including training exercises and exercise support, have the potential for escalation requiring the support of multiple agencies and communications and warning systems. As defined, communications and warning systems are separate and distinct. Each of these systems is defined and detailed below in the Concept of Operations.

A. Warning notification and information dissemination to the public are of critical importance. Early public warning may be required to save lives, prevent injuries, and safeguard property.

B. Implementation of this appendix will most likely require coordination between ESF 5 – EM, ESF 2 – Communications, and ESF 15 - Public Information and External Communication.

C. The ENS is the primary system to provide Alert, Warning, and Notification. However, appropriate emergency information will be provided to ensure the broadest possible coverage of the affected population.

1. All available media shall be used to communicate with the public.
2. A working relationship between the Pueblo County Sheriff's Office PIO and the local media shall be maintained.
3. The PCSO-ESB staff will work with the local broadcasters to ensure the EAS is operational and available to provide emergency public information in the event of natural and human-made emergencies or disasters.
4. Information will be provided in English, Spanish, and American Sign Language whenever necessary and possible.
5. Other means to reach the affected population, including those with access and functional needs include but are not limited to, closed captioning, interpreters, weather radios, EAS messages, and social media.

Notification methods are as follows:

A. Activation of the ENS.

B. Joint Information Systems alerts media to include radio announcements and television and cable "crawlers." (See ESF 15).

C. The NWS is the lead agency for all weather-related notifications. NWS messages may be supplemented through this plan when actual impacts are known.

CONCEPT OF OPERATIONS

While first responders gear up to respond to the initial aftereffects of an incident, it is the inherent responsibility of emergency management officials to keep the public informed of what actions must be taken to protect themselves from the consequences of the incident.

These alerts most often include recommended protective actions that citizens and guests should take to ensure their safety and protect their property. Passing these instructions to the public is the primary purpose of community alert and notification systems. It is the intent of the Pueblo County Sheriff's Office Emergency Services Bureau to communicate these instructions rapidly and effectively to the public as often as necessary and possible.

While the NWS will dispense alerts regarding weather events in progress, it is the responsibility of emergency management officials to send messages related to human-made events, fire events, and law emergencies, as well as post-weather-related messages specific to protective actions and recovery efforts.

How an alert or warning message is written is as important as what is written. Poorly written warnings can undermine both understanding and credibility. Considerations when writing accessible and usable alert and warning messages should include:

A. Messages should include specifics on where the incident is occurring and who needs to take what actions when because of the risk.

B. Messages should be decisive in content and tone, leaving no question regarding the urgency to act.

C. Messages should be consistent with other incident messages being distributed through other alerting systems and local media outlets.

D. Except for the Integrated Public Alert and Warning System (IPAWS) messaging, agency jurisdiction will dictate who is responsible for alerting the public. The determination to launch one or multiple types of alerts will be decided upon by IC, EOC Coordinator, or jurisdictions command staff.

The following descriptions of ENS in Pueblo County provide a synopsis of each system and describe the conditions for which they are appropriate. The conditions include:

1. **Urgency** – The timeliness in which notifications need be made.
2. **Severity** – The expected impact of the event.
3. **Certainty** – The likelihood of the event.

E. ENS in Pueblo County include:

Route Alerting: First response vehicles drive routes providing emergency messaging over Public Announcement systems inside vehicles. Specific procedures for this type of alerting will be the responsibility of the first response agency. Route alerting is often spontaneous and requires little to no pre-planning. It allows for expedited alerting but should only be used when it is safe for first responders to be inside the impacted area.

1. **Urgency**: Expected.
2. **Severity**: Moderate – Severe.
3. **Certainty**: Observed/Likely.

F. **Voice and Text Alerts:** Automated text messages and phone calls sent from the 911 center to residents through their subscribed cellular device, Voice-over-Internet Protocol connection (VoIP), or landline. Specific procedures for this type of alerting will be the responsibility of the communications center where the system is in place. This type of alert is ideal for evolving events because it can be immediately followed up with the most current information in the same manner with little effort. Agencies are encouraged to use templated messaging when possible.

1. **Urgency**: Immediate – Expected.
2. **Severity**: Moderate – Severe.
3. **Certainty**: Likely – Possible.

G. **Weather Radios**: The Chemical Stockpile Emergency Preparedness Program (CSEPP) has provided weather radios to areas near the U.S. Army Pueblo Chemical Depot, these in-home devices provide short messages sent from inside the 911 centers and the Operations Center (OC) at the U.S. Army Pueblo Chemical Depot, directly inside those homes and businesses with the device. Specific procedures for this type of alerting will

be the responsibility of the CSEPP staff as these weather radios are specific to the program and is targeted to the community surrounding the Depot.

2. **Severity**: Extreme – Severe.

3. **Certainty**: Likely – Possible.

H. **Sirens**: Audible signals in the communities near the U.S. Army Pueblo Chemical Depot and the community of Beulah both have outdoor warning systems providing a prolonged loud sound as a signal or warning alarm directing citizens inside their home for more information. Procedures for this type of alerting will be the responsibility of the grant agency and must be accompanied by more specific direction, either via weather alert radios, Telephone System, or media broadcast cooperation.

1. **Urgency**: Expected.

2. **Severity**: Severe – Moderate.

3. **Certainty**: Observed – Likely.

I. **Variable Sign Boards**: Signboards with the ability to vary the message are located along Highways in various areas of Pueblo County. They are designed to reach citizens and guests, either re-routing them away from or alerting them to, emergencies that potentially exist ahead. The ability to adjust messaging on these signs' rests with the Colorado Department of Transportation and can be updated with critical messages as needed.

1. **Urgency**: Possible.

2. **Severity**: Moderate – Severe.

3. **Certainty**: Likely – Possible.

J. **IPAWS**: Available only to Pueblo County Sheriff's Office 911 center through a Collaborative Operations Group (COG) ID. The uniqueness of the Wireless Emergency Alert (WEA) allows emergency officials to send blanket messages to whole communities regardless of subscription or landline access. Specific procedures for this type of alerting will be the responsibility of the PCSO and require advanced coordination with state and federal entities. While WEA messaging contacts the masses in the most effective manner, it should only be used in situations that require immediate protective action(s). Since Federal Information Processing Standard (FIPS) State codes are currently countywide, these messages are likely to reach citizens not impacted by the event, making specific verbiage critical to prevent a widespread reaction. Any WEA notification to the public must be reported to the CO-DHSEM and used in conjunction with assertive media engagement.

1. **Urgency**: Immediate.

2. **Severity**: Extreme.

3. **Certainty**: Observed/Likely.

K. Pueblo County Sheriff's Office will work closely with CO-DHSEM to comply with IPAWS requirements that include:

1. Authorized use and system security.
2. Comply with all relevant Local, State, and Federal laws, regulations, and policies
3. Training completion of Independent Study (IS)–247.a – IPAWS course for all users.
4. Incorporation of IPAWS into existing and future response plans and procedures as well as training and exercise events.
5. Participation in periodic tests of the IPAWS to ensure the functionality of equipment and the network.

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Appendix 4, Behavioral Health (BH) Response Services

Primary Agency: PDPHE

Supporting Agencies: Health Solutions (Lead for BH Services), Law Enforcement Agencies, Law Enforcement Chaplains, Local Hospitals, Pueblo County Sheriff, CDPHE, VA Medical Center, ACOVA

PURPOSE

The purpose of this appendix is to establish a framework to ensure an efficient, coordinated, effective response to the BH needs of those affected by a natural or human-caused emergency/disaster at a community level in Pueblo County.

SCOPE

The scope of this appendix is to detail how the Lead and Supporting Agencies will provide BH services to the people of Pueblo County threatened or impacted by an overwhelming natural or human-made disaster (i.e., terrorist attack, epidemic, or disease outbreak). This appendix should be activated whenever a disaster exceeds the normal and effective response capabilities of local and regional agency operations, and when BH needs arise from the circumstances of the incident.

This appendix is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. Emergency or disaster events have immediate and long-term psychological consequences that affect normal daily functioning. Emotional distress may be apparent at the time of the incident, and BH interventions may be required immediately.

B. The term "BH" encompasses all contributions to mental wellness, including substances and their abuse, behavior, habits, and other external forces.

C. BH disaster responders are critical in providing support soon after the event occurs. Outreach and crisis counseling interventions can assist survivors, responders, and community members in meeting the challenge of the event. Also, crisis counseling can provide support in returning to a level of pre-event functioning. All efforts will be made to provide BH services within the scope of community response capabilities.

D. BH responders in an event will provide triage of BH needs and be able to direct persons involved to the appropriate and available resources. Mobile teams will be established as the event dictates.

E. All services will be voluntary and confidential.

F. The lead agencies will act as the mental health leader in policy discussion with other emergency/disaster preparedness organizations in Pueblo County.

G. BH Services may be provided by Local Hospitals and Clinics, doctors, nurses, and trained medical volunteers. A Memorandum of Understanding (MOU) will be obtained from all BH agencies and professionals who agree to provide BH services.

H. The lead agencies will recruit and facilitate the training of BH volunteers.

I. Each agency as a member of the BH Services Team will have and maintain the required training standards of all BH responders in accordance with county, state, and federal standards. BH responders are trained per CDPHE standards. BH Services Team members will be required to have a regional ID through their specific agency.

   1. IS-100: Introduction to the ICS
   2. IS-700: NIMS
   3. Psychological First Aid
   4. Colorado Field Response Training or ARC Disaster Mental Health

J. Local BH/substance abuse and public health agencies will retain full control of their resources and will provide mutual aid to other partners as resource allocation allows. Responders will continue to operate under the respective policies of their agency.

K. Intervention by the BH system will be in accordance with the NIMS model. In accordance with NIMS, each agency will designate a trained point of contact following the ICS to coordinate with the EOC.

L. The PDPHE Director or designee will coordinate communication with health and medical facilities through ESF 8 and with the assistance of EMS, health agency personnel, and others as required.

M. The lead agency will assist in identifying resources for event management and ongoing services.

N. When available local and mutual aid resources are exhausted, the BH Response Services team will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

O. Each BH Response Services agency/organization will use its system for tracking staff time and resources for possible reimbursement.

P. BH response must be structured to provide optimum resource application while maintaining critical and essential day-to-day responsibilities.

Q. This appendix can be activated at the request of the Lead or Support agency, Board of County Commissioners, Pueblo County Sheriff or designee, Pueblo County Emergency Services Bureau Chief or designee, Governor of Colorado, or other state and national authorities. PDPHE, along with local officials and supporting agencies, will determine the duration period.

R. It is assumed that all agencies have EOPs and will enact those plans in support of this appendix and all departments have established continuity of operations plans.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Provide representative(s) to the EOC, as required by the situation.

Incident Assessment:

A. Evaluate the type and scope of the incident about the need for BH services.

B. Upon activation, the lead agency will contact and mobilize BH professionals and volunteers in the community through adopted call out procedures.

C. Prepare to escalate to full and sustained operational status as required.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Ascertain BH impacts on children and families who will need additional assistance, as well as individuals with disabilities and others with access and functional needs, with their specific health-related needs. Recommend methods to ensure they are included in response actions.

B. Select and contact appropriate personnel.

C. Designate personnel authorized to enter affected area and provide this information to the EOC, Law Enforcement, and other agencies.

D. Dispatch required available resources.

E. Initiate Pueblo BH services operations, as appropriate.

1. The BH Service Team Lead or designee will attend briefings and coordinate activities within the designated incident command system.

2. The BH Services members will respond to the designated area for safety briefing and mission assignments.

3. BH Services will set up necessary work areas or respond to designated treatment areas or sites as designated by incident command. BH Services site supervisor will ensure that security and medical teams are in place to assist with location.

4. BH Services will be deployed in a manner that best utilizes available resources and limits exposure, allowing for appropriate recovery time for each team before being utilized in another operational period.

5. The BH Services Team will maintain records of all activities of BH responders as required for tracking and reimbursement of costs if available. Appropriate Incident Command System and FEMA forms will be utilized.

F. ESF 8 or designee will contact the CDPHE and health care facilities.

G. Determine anticipated needs and support required and request additional resources, if necessary.

H. When BH Services Team resources are deployed or are over-extended, the BH Services Team Lead or Designee may request additional assistance from Colorado Crisis and Education Response Network.

I. Develop appropriate key information regarding the event and any related BH issues to ensure consistent, standardized messages are released to the public. Coordinate public information through the Pueblo County Sheriff's Office PIO or the EOC and JIC, if activated, in support of ESF 15.

J. Coordinate with law enforcement personnel for maintaining the security of facilities and supplies (ESF 13).

K. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery:

A. As the situation permits, demobilize BH Service Team operations using ICS procedures.

B. All team members demobilizing will participate in a debriefing session.

C. All incident command forms must be filled out and turned into appropriate personnel.

D. Team members are encouraged in their debriefing and participate in after action reports.

E. Upon conclusion of response operations, release tasked personnel/organizations to their regular duties.

F. The BH Services Team will encourage all response teams and partners to set up systems of responder care, including self-care education and support, peer support, team debriefings when appropriate, Employee Assistance Programs, Human Resource policy change, and referral to traditional mental health services when necessary.

G. BH partners may continue to provide technical assistance as requested to response agencies.

H. Long-term BH services will be the survivors' responsibility.

I. The CDPHE will coordinate and seek FEMA Crisis Counseling Program grants or other grants, as appropriate.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

A. **PDPHE.**

1. PDPHE Director or designee:
    a. Initiate BH services, as appropriate.
    b. Contact the CDPHE and health care facilities.
    c. Provide public health spokespersons to address BH needs and resources. Whenever feasible, all information should be provided to the public and the media through the JIS serving the emergency.
    d. PDPHE will provide prophylaxis to all BH response partners that volunteer at point of delivery sites, as necessary.
2. ESF 8 functions:
    a. Maintain a situation status of medical and health operations and resources.
    b. Monitor and serve as a resource for medical activities.
    c. Contact all health and medical facilities and medical transporting agencies within Pueblo County.
    d. Facilitate health care facility requests for personnel, equipment, and supplies.
    e. Coordinate with BH agencies for BH support.
    f. Identify resources, fixed and mobile that can be used effectively to provide BH services.
    g. Work with agency representatives to adjust the patient population in hospitals and coordinate with other health care facilities to prepare for a disaster-related patient load or evacuation, if necessary, while continuing medical care for those that cannot be evacuated.
    h. Will coordinate the BH response to an emergency/disaster through the Pueblo County Sheriff's EOC.

B. **BH Services.**

1. Provide counseling assessment and assistance at medical facilities, field locations, and shelter facilities for victims, families, emergency workers, and others recognized to have BH needs.
2. Team Leader:
    a. Monitor and provide mental health needs of the responders and the community in response to a disaster and providing direct BH care based on the area of expertise at designated sites.
    b. Notify, assemble, and deploy mobile BH Team members to the designated location,
    c. Coordinate counseling assessment and assistance at medical facilities, field locations, and at shelter facilities.
    d. Assist in mobilizing community counseling for victims, families, emergency workers, and others recognized to have BH needs.
    e. Provide regular updates to incident command and ESF 8 at the Pueblo County EOC.
    f. Make additional requests for support to ESF 8.
    g. Provide just-in-time training for staff.
    h. Monitor staff for stress, fatigue, and other needs.
    i. Refer media requests to PIO or JIC.
    j. Supervise the overall provision of BH crisis care.
    k. Assure that BH Services is carrying out the mission assigned to it by Incident Command.
    l. Incorporate changes in the incident action plan as driven by the incident at the end of each shift.
    m. Communicate and provide Incident Action Plans to the Incident Commander.
    n. Brief and debrief staff before and after operation periods or more frequently if necessary.
    o. Provide the CDHS, Office of BH (OBH) with a community assessment of mental health services and recovery support needs for potential crisis counseling program.
3. Logistics Liaison:
    a. Obtain any needed equipment or material for BH services response.
    b. Coordinate team transportation.

c. Coordinate with Logistics Officer/EOC for food, water, and shelter as needed for team support.

d. Set up and equip the designated locations.

4. Administrative Data Entry:

   a. Record data.

      i. Resources deployed and time in the field.

      ii. Number of informational brochures distributed (rough estimate).

      iii. The number of individual victims contacted (rough estimate).

   b. Ensure appropriate documentation is maintained.

   c. Maintain confidentiality of records.

5. Tactical Communications Unit Leader:

   a. Responsible for intra-team communication.

   b. Assure that team members have equipment for team communication.

   c. Assure that the team leader has contact with the unit leader.

6. Safety Officer:

   a. Responsible for an assessment of the situation and safety issues as they relate to the team and individual responders.

   b. Responsible for assuring that each person on the team has appropriate support and coverage (e.g., agitated, highly fearful, or violent individuals).

   c. Inform Team Leader if there are credible risks to the team or individuals and develop appropriate protocols.

   d. Request Law Enforcement for security.

   e. Assess the entry point and egress from the deployment.

   f. Coordinate with Incident Safety Officer.

7. Licensed Mental Health Professional, RN, CAC:

   a. Conduct informal clinical BH and substance use/abuse assessments to determine need.

   b. Provide triage, psychological first aid, and immediate crisis interventions.

   c. Provide referrals for substance abuse and BH.

   d. Assume various duties as necessary as assigned by the Team Leader.

   e. Supervise unlicensed BH responders if necessary.

8. PIO BH Officer:
    a. Coordinate with partner PIO to develop messages for public information and risk communication to reduce distress and increase function and awareness to gain community support for actions dictated by the event.
    b. Work closely with the JIC and JIS.
9. BH Responders:
    a. Obtain appropriate level or required response training.
    b. Assume various duties as needed and as assigned.

C. **Hospitals and Health Care Providers.**
1. Operate within the scope of their internal plans and established procedures for maximum effort conditions.
2. Inform ESF 8 of capabilities and limitations.
3. Provide decontamination and medical treatment as needed,
4. Handle news media personnel in accordance with their policies and procedure.

D. **Pueblo County Sheriff's Office, Emergency Services Bureau**. Coordinate activities specified in this appendix to support field response and recovery.

E. **Fire, EMS, and Law Enforcement Functions.**
1. Operate according to agency-specific SOP.
2. Report to the EOC Medical Coordinator the number and status of casualties to be transported and those that may otherwise arrive at health care providers.

F. **CDHS, Division of BH, working under the Area Command or Unified Command.**
1. Notify or request that local BH partners activate mobile BH Disaster Response System (BHDRS) teams.
2. Assist with coordinating emergency/disaster mental health response.
3. Liaison with the state emergency operation center for site response support
4. Assist with assessing BH needs of Pueblo County.
5. Assist local BH agencies with the necessary resources to provide BH care.
6. Assist with procurement of services rendered.
7. Verify credentials through the Colorado Volunteer Mobilizer (CVM).

G. **CDPHE.** CVM will maintain a database of on-call BH professionals who are credentialed to respond in a disaster. The Colorado Medical and Public Health Volunteer System will reach out to neighborhood resources, clergy, family, and peer support groups.

H. **Colorado Crisis Education and Response Network.**

1. The lead agency in coordinating disaster BH, with the CDHS and OBH serving as a support agency.
2. Provide coordinated BH services addressing the immediate psychosocial needs of communities affected by an all-hazards incident.
3. Provide BH response resource coordination.

I. **Law Enforcement Chaplains.**

1. Assist law enforcement members and their families in times of need and to assist citizens, both spiritually and materially.
2. Provide counselling services as available.

J. **ACOVA.**

1. Assist victims, witnesses, their families, and friends following an incident or a crime.
2. Provide crisis intervention, referrals, and follow up.
3. Immediate crisis intervention with victims and families.
4. Referrals to supportive agencies.
5. Inform victims of emergency services, compensation, community assistance services, and procedures available.

K. **VA Medical Center.**

1. The Veterans Administration offers a range of treatments for mental health problems in a variety of settings, including primary care, outpatient, inpatient, and residential. Care is focused on veterans and their families.
2. Pueblo has two VA facilities, the Pueblo Vet Center, and the Pueblo Outpatient Clinic.

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Appendix 5, Mass Fatality

Primary Agency: Pueblo County Coroner

Supporting Agencies: BH Services, Coroner, EMS, Law Enforcement Agencies, Law Enforcement Chaplains, Local Hospitals, PDPHE, Pueblo County Sheriff's Office, Disaster Mortuary Operational Response Team (DMORT), Fire Departments/Districts of the affected area

PURPOSE

The purpose of this appendix is to establish activities involved in a catastrophic disaster involving mass fatalities, which may exceed the local resources for normal capacity. It provides a structure for coordination and communication with other agencies. The plan seeks to maximize existing resources available within the community.

SCOPE

The scope of this appendix is to detail how the Lead and Supporting Agencies will respond to an incident involving mass fatalities. This appendix should be activated whenever an incident exceeds the normal and effective response capabilities of local and regional agency operations.

This appendix is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. A Mass Fatality Disaster is defined as an occurrence of multiple deaths that overwhelms the usual routine capabilities of the community. A disaster that causes mass casualties or fatalities almost always overwhelms local medical, health, and mortuary services capabilities.

B. If a disaster involving mass fatalities should occur within the County of Pueblo, the Coroner's Office should be immediately notified and will coordinate efforts with the Pueblo County Sheriff's Office consistent the Pueblo County EOP.

C. Mass fatality disaster response is separate from and secondary to search and rescue operations. Mass fatality response should begin after all survivors of the incident have been moved to safety.

D. The ultimate responsibility for the collection, identification, storage, and dispatch of human remains lies with the coroner as set forth by law.

E. Primary concerns of mass fatality response are:

    1. Recovery
    2. Identification of human remains
    3. Determination of cause and manner of death
    4. Aid to distressed families

F. Mass fatality response operations consist of four phases, all equally important and conducted concurrently:

   1. Phase One: Initial evaluation of the scene/determination of equipment needs
   2. Phase Two: Morgue establishment and operations
   3. Phase Three: Scene Security/Body Recovery
   4. Phase Four: Family Assistance

G. Mass fatality response operations must be structured to provide optimum resource application while maintaining critical and essential day-to-day responsibilities.

H. The Pueblo County Coroner's Office will pre-designate temporary morgue sites. School gymnasiums SHOULD NOT be used as temporary morgue sites (closed schools may be considered).

I. The Pueblo County Coroner's Office will establish mutual aid agreements with surrounding counties and other entities able to assist.

J. It is necessary to preplan and provide for specialized training and equipment for the Coroner's Office.

K. Following the NIMS, each agency will designate a trained point of contact following the ICS to coordinate with the EOC.

L. Responders will continue to operate under the respective policies of their agency.

M. When available local and regional (mutual aid) resources are exhausted, notify the EOC of the need for additional aid and support from state, multi-state, or federal resources.

N. Each agency supporting the Mass Fatality Incident Appendix will use its system for tracking staff time and resources for possible reimbursement.

O. It is assumed that all agencies have EOPs and will enact those plans in support of this appendix and all departments have established continuity of operations plans.

CONCEPT OF OPERATIONS

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Coordinate with the ESF 8 representative(s) to the EOC, as required by the situation

Incident Assessment:

A. Evaluate the type and scope of the incident concerning:

   1. The number of fatalities.
   2. The condition of human remains.

3. Identification of possible chemical, biological or nuclear agents and primary or secondary incendiary hazards.
4. Accessibility of the scene and equipment necessary to begin recovery operations.
5. The need for support from mutual aid or outside resources.

B. Provide updates to the EOC, if operational.

C. Prepare to escalate to full and sustained operational status, as required.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Designate personnel authorized to enter the affected area and provide this information to the EOC, Law Enforcement, and other agencies.

B. Dispatch required available resources.

C. Initiate Search and Recovery operations when cleared by the Incident Commander.

D. Initiate Morgue Operations, as necessary.

E. Initiate Body Recovery Operations when cleared by the Incident Commander.

F. Determine a location for and establish a Family Assistance Center as necessary

G. Coordinate with law enforcement personnel for maintaining the security of the incident scene, morgue, and Family Assistance Center (ESF 13).

H. Coordinate with and support other ESFs as necessary (e.g., ESF 5, 8, 10, 13, etc.).

I. Determine anticipated needs and support required and request additional resources if necessary.

J. For survivors, ascertain public health impacts on children and families who will need additional assistance, as well as individuals with disabilities and others with access and functional needs, with their specific health-related needs. Recommend methods to ensure they are included in response actions.

K. Provide Family Assistance and Morgue spokespersons to coordinate public information through the Pueblo County Sheriff's Office PIO or the EOC and JIC, if activated, in support of ESF 15.

L. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery:

A. As the situation permits, demobilize mass fatality response assets, including mutual aid resources.

B. Transition to support long-term recovery operations (Appendix 10), as required.

C. Upon conclusion of response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

A. **Pueblo County Coroner.**

1. Coordinate search, recovery, decontamination, transportation, and storage of human remains, as necessary.
2. Establish temporary morgues, as required.
3. Ensure that fatalities are handled to conform to legal and moral standards and that deviations are accurately documented, verified, and witnessed.
4. Identification of fatalities.
5. Provide for integration of local, state, national, and private resources.
6. Alert all local funeral homes and provide guidance and instructions to funeral directors for identification, storage, and burial of the dead.
7. Establish a Family Assistance Center, as necessary.
8. Request security support, as needed.

B. **BH Services.** Provide counseling assessment and assistance at medical facilities, field locations, and shelter facilities for families, emergency workers, and others recognized to have BH needs. (Refer to the BH Response Services Appendix).

C. **EMS.**

1. Operate according to agency-specific SOP.
2. Report to the EOC ESF 8 Lead the number and status of fatalities to be transported.
3. Provide consultation services to incident command staff in determining if contamination exists on exposed individuals and advise transporting agencies, health care providers, and the EOC ESF 8 lead of the circumstances.
4. Support field decontamination by accessing and coordinating available resources.

D. **Law Enforcement Chaplains.**

1. To assist Police Department members and their families in times of need and to assist citizens, both spiritually and materially.
2. Provide counselling services, as available.

E. **Local Hospitals.**

1. Provide morgue facilities within their capabilities.

2. Provide decontamination and medical treatment as needed and within their capabilities.
3. Provide antemortem records as required to facilitate the identification of fatalities.

F. **PDPHE.**

1. Ensure the monitoring and evaluation of environmental health risks or hazards and take or assign appropriate corrective measures. All mass fatality scenes are to be treated as biohazard sites.
2. Establish infectious disease control measures, including proper personal protection equipment and a system for decontamination of workers, equipment, and supplies.
3. Identify resources, fixed and mobile that can be used effectively to decontaminate human remains that have been contaminated by a biological, radiological, or chemical agent.

G. **PCSO – ESB.** Coordinate activities specified in this appendix to support field response and recovery.

H. **DMORT.** The DMORT is a federal volunteer team of experienced mass fatality responders. Composed of private citizens serving as intermittent government employees, DMORT responds to federally declared disasters, aviation accidents falling under the Aviation Disaster Family Assistance Act, and other types of mass fatality events. DMORT teams provide:

1. Victim identification expertise.
2. Family assistance center support.
3. Support personnel for DMORT team members (medical, psychological, administrative, and logistical).
4. Disaster Portable Morgue Units.

I. **Fire, EMS, Law Enforcement, and HAZMAT Functions.**

1. Provide security and access control for the incident site, morgue(s), staging areas, Family Assistance Center, including assistance with credentialing, as necessary.
2. Provide escort for human remains.
3. Support mass fatality response operations by accessing and coordinating available resources.
4. Provide consultation services to incident command staff in determining if contamination exists and advise transporting agencies, health care providers, and the EOC ESF 8 Lead of the circumstances.
5. Support incident site decontamination requirements within capabilities.
6. Operate according to agency-specific SOP.

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Appendix 6, Community Animal Response Team (CART)

Primary Agencies: HSPPR – Animal Control and Sheltering Providers, and Colorado State University Extension, Pueblo County Office

Supporting Agencies: Pueblo Zoo, CDA - Brand Inspector, PDPHE, ARES, Law Enforcement Agencies, Colorado State Fairgrounds, Fire Departments/Districts, ARC, Local and State Veterinarians, Colorado Parks and Wildlife, Animal Control and Sheltering Providers

PURPOSE

The purpose of the CART Appendix is to define the role and responsibilities of the Pueblo CART and its members during an emergency in providing for the protection of domestic animals from the effects of disasters through the provision of emergency services.

This appendix is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SCOPE

This plan is intended for use by CART to take immediate action in providing a means of animal care and control to minimize suffering in the event of a large-scale emergency. This action will be aimed at all animals that may be affected by an emergency, whether such animal is owned, stray, or domestic. This will include animals which are incapable of being cared for by their owners or are a danger to themselves or the public. Actions which CART may take include rescue, shelter, control, feeding, preventative immunization of animals, and emergency veterinary care. If possible, all animals will be reunited with their owners. If they cannot be returned to their owners, they will be handled under established animal control procedures and applicable Colorado State Statutes.

SITUATION AND ASSUMPTIONS

A. Natural, technological, or human-made disasters could affect the well-being of domesticated or non-domesticated animals. Animal protection planning and organization supports overall disaster response efforts.

B. The County should plan for emergencies and carry out response and recovery operations utilizing local resources. Outside animal care and rescue assistance would likely be available in most large-scale emergencies affecting the county.

C. The CART Appendix will be activated in the event of an emergency or disaster impacting domestic animals.

D. An ICS will be established to coordinate on-scene incident response activity in compliance with the NIMS. Animal response operations will be conducted under the ICS.

E. Through activation from the Pueblo County EOC, the CART will follow established mutual aid and intergovernmental agreements utilizing local resources whenever

available. Agencies will develop inter-agency and inter-jurisdictional agreements with similar agencies to expedite resource mobilization when additional assistance is needed.

F. When available local and mutual aid resources are exhausted, the CART will notify the EOC of the need for additional aid and support from state, multi-state, or federal resources IAW the Pueblo County EOP, and Colorado EOP.

G. Each support organization will contribute to the overall coordinated response as directed by CART but will retain full control over its resources and personnel.

H. Individual organizations/agencies are responsible for creating their internal guidelines outlining how they will respond when tasked by CART.

I. A large-scale emergency in Pueblo County may warrant an immediate response from local, state, and national personnel, agencies, and organizations. However, emergencies may become compounded due to the nature of the emergency and also require activation of additional specialized agencies through mutual aid.

J. The owners of pets or livestock will take reasonable steps to shelter and provide for animals under their care or control.

K. Animal protection planning should ensure the proper care and recovery of animals impacted during an emergency. These plans may include measures to identify housing and shelter for animals, communicate information to the public, and proper animal release. Unless circumstances prohibit the use, animals will be initially housed as such:

   1. The Pueblo Animal Shelter facility will initially house domestic animals. Overflow of domestic animals may be housed at the Colorado State Fairgrounds or another facility depending on availability. Decisions to open off-site sheltering facilities will be determined by the local Animal Control and Sheltering Operator based upon resources available.

   2. Large animals will be housed at the Colorado State Fairgrounds or another facility depending on availability.

   3. Contact Colorado Parks and Wildlife for wildlife.

   4. Contact the Pueblo Zoo for exotic animals.

L. Public information statements will be issued through the various media outlets utilizing the Joint Information System. This information will include locations where domestic animals may be accepted during emergencies.

M. Responders will have previously taken care of themselves, their families, and animals before responding.

N. Given their propensity to 'flight' under most circumstances, wildlife should be left to their survival and escape instincts. Generally, most attempts to capture, direct or

restrain wildlife create a greater risk for the animal, people, and agencies. All wildlife concerns will be referred to Colorado Parks and Wildlife.

O. It is assumed that all agencies have EOPs and will enact those plans in support of this appendix and all departments have established continuity of operations plans.

CONCEPT OF OPERATIONS

Initial Notification:

A. The CART Coordinator(s) will be activated by Pueblo County Sheriff's Office Emergency Services Bureau or County Communications Center when emergency management coordinator initiates the Animal Response Plan.

B. CART should be activated whenever evacuations are ordered.

C. If the EOC has been activated, a liaison from the CART may report to the EOC.

Incident Assessment:

A. Evaluate the type and scope of the incident concerning the need for providing for the protection of domestic animals from the effects of disasters through the provision of emergency services.

B. The CART Coordinators, based on the extent of the disaster, will initiate CART response as needed.

C. Prepare to escalate to full and sustained operational status as required.

Incident Command and Incident Support:

Be prepared to support the IC for the following functions and others as required.

A. Determine the need for the following functions:

1. Shelter Location(s)
2. Animal Needs Assessment
3. Animal Medical Needs and Treatment
4. Bites/Disease Control

B. Select and contact the appropriate personnel.

C. Designate personnel authorized to enter the affected area and provide this information to the EOC, Law Enforcement, and other agencies.

D. Dispatch required available resources.

E. Coordinate with and support other ESFs as necessary (e.g., ESF 5, 6, 8, 11, etc.).

F. Coordinate with law enforcement personnel for maintaining the security of facilities and supplies (ESF 13).

G. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during incident operations for possible reimbursement in declared disasters.

Demobilization, Re-entry, and Recovery:

A. As the situation permits, demobilize CART operations.

B. Upon conclusion of response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

A. CART Organization.

1. The CART will coordinate animal response operations during an emergency and recovery.
2. CSU Extension Pueblo County Agent and Animal Control and Sheltering Provider Director or designee will serve as Co-CART Coordinators. This role will initiate call up of trained volunteers upon designation of need. The CART Coordinators will act as section leaders under the Operations Section Chief.
3. The CART will be broken into teams including large animal/livestock team; pet/small animal team; and technical animal rescue team.
    a. The Large Animal/Livestock Team will address emergency and disaster situations involving cattle, horses, sheep, swine, alpaca, llama, poultry, non-pet rabbits, and other agrarian animals.
    b. The Pet/Small Animal Team will address emergency and disaster situations involving dogs, cats, and other domesticated pets, including pets at large.
    c. The Animal Rescue Team may be composed of Animal Law Enforcement Officers trained in animal rescue and extrication and other resources, as needed. This team will address rescue of all types of animals in situations where significant risk is present to animals or rescuers.

B. CART Responsibilities.

1. **CART Coordinators.**

a. Recruit and assemble the Pueblo Community Animal Response Teams

b. Maintain current notification/recall rosters for the CART.

c. Maintain a current list of kennels, boarding facilities, and veterinarian hospitals within Pueblo County willing to provide medical care and housing.

d. Maintain a current list of veterinarians who are willing to assist during disasters involving animals.

e. Identify, survey, and secure owner permission and maintain a list of potential temporary animal shelter sites to be used in the event of an emergency.

f. Maintain an updated list of spontaneous animal sheltering operations as established throughout an emergency event, including but not limited to boarding or veterinary facilities, co-mingled or co-located shelters, and any other known locations being privately operated.

g. Notify the media of shelter location sites through the ICS and the JIS.

h. Maintain procedures to activate and de-activate emergency animal shelters

i. Coordinate public information and education programs regarding animal response.

j. Coordinate Animal Response Team training.

k. Assign a liaison individual to the EOC, upon activation, to assist in animal response operations, as requested.

l. Coordinate with other agencies to provide technical and logistical support during animal response operations.

m. Identify available resources to support and assist with emergency animal response activities.

2. **PCSO EM Coordinator.**

a. Ensure communication capability between the EOC and animal shelters.

b. Support public information and education programs regarding emergency animal response.

3. **PDPHE Director.**

a. Support public health services in co-mingled or co-located shelters to include inspections, sanitation, and environmental health concerns.

b. Cooperate with and guide the EOC and CART Coordinators for the disposal of deceased animals that may impact the public health.

c. Assist in the investigation of animal bites concerning rabies.

4. **Fire Services.**

a. Survey shelter sites for fire safety.

b. Advise about fire security during operations.

c. Coordinate with Animal Rescue Team with extrication and lift rescues.

5. **Law Enforcement.** Provide security and law enforcement for operations and shelters, as necessary.
6. **Amateur Radio Emergency Service.** Provide primary communications between the EOC and shelters, as needed.
7. **Local Veterinarians who are members of CART.**
    a. Provide contact information to the CART Coordinators.
    b. Assist in the establishment of triage units for the care of injured animals.
    c. Assist in obtaining emergency medical equipment and supplies.
    d. Address animal health at shelter facilities.
    e. Provide technical expertise and medical treatment to animals during emergencies and sheltering.
    f. Determine animals requiring euthanasia and complete the process when necessary.
8. **Colorado Brand Inspector.**
    a. Investigate and establish ownership of livestock during rescues and sheltering operations according to Colorado Brand Law.
    b. Contact legal owners of livestock according to Colorado Brand Law.
9. **Colorado State Fairgrounds.** Provide emergency housing for animals during emergencies and disasters as available.
10. **Pueblo Zoo.** Provide technical expertise and assistance on the handling and care of exotic animals.
11. **Animal Control and Sheltering Provider.**
    a. Provide a list of trained volunteers for animal-related assistance and the care of animals in temporary animal shelters.
    b. Develop a contingency plan with existing facilities that may be utilized for temporary shelters.
    c. Develop emergency shelter operational guidelines.
    d. Investigate animal bites and establish quarantine, as necessary.
    e. Develop and deliver educational programs to train CART volunteers.
    f. Provide trained staff, volunteers, and equipment to conduct animal rescue and evacuation operations, when necessary.
12. **CSU Extension Pueblo County.**
    a. Coordinate personnel, equipment, and shelter as required for livestock care during an emergency.

b. Responsible for coordination with the Pueblo County Stockman's Association and other livestock associations assisting with the handling and care of livestock during an emergency.

c. Identify, survey, and maintain a list of volunteer livestock sheltering facilities.

d. Coordinate efforts with local, state, and federal officials during livestock disease emergencies or related zoonotic disease outbreak.

e. Develop and deliver educational programs to train CART volunteers.

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Appendix 7, Pueblo County Cyber Incident

Primary Agency: Pueblo County Information Technology Department

Supporting Agencies: Pueblo City Information Technology Department; affected Departments/Agencies (e.g., for SCADA/Industrial Control Systems)

PURPOSE

The purpose of this Cyber Incident Appendix is to establish a standardized framework for Pueblo County's response to a Cybersecurity incident within the context of an All-Hazards approach and activation of the Pueblo County EOP. This document seeks to assist Pueblo County personnel in responding to Cybersecurity incidents effectively and efficiently. This document includes guidelines on establishing an effective Cybersecurity incident response program, but the primary focus of this document is to help with detecting, analyzing, prioritizing, and handling incidents.

SCOPE

The Cyber Incident Appendix is to establish a standardized framework for Pueblo County's response to a Cybersecurity incident within the context of an All-Hazards approach and activation of the Pueblo County EOP. The Cyber Incident Appendix is to be used in conjunction with the Pueblo County Incident Response Plan published separately.

The scope of the Cyber Incident Response Plan requires participation from all departments utilizing shared County resources, including the County shared data center, and any network or system owned and operated by the County. Participation is also required from all public agencies and service providers who operate or may interface to the County's critical systems. This document applies to all electronic assets including computers, mobile devices, Local Area Networks (LAN), Wide Area Networks (WAN), Wireless Local Area Networks (WLAN), Cloud Services and any other interconnected computer systems, including contractor and third-party vendor systems that are operated on behalf of the County or process County-owned information. The reporting procedures also apply to the loss, theft, or destruction of IT physical assets if they cause any loss or compromise of data, including sensitive and personal citizen information.

This appendix is effective for planning purposes and execution as part of the Pueblo County EOP when an emergency is declared in the community.

SITUATION AND ASSUMPTIONS

A. The Information Technology Sector is central to the nation's security, economy, and public health and safety as businesses, governments, academia, and private citizens are increasingly dependent upon Information Technology Sector functions. This complex and dynamic environment makes identifying threats and assessing vulnerabilities difficult and requires that these tasks be addressed collaboratively and creatively.

B. Malicious software is a large, growing threat that can cause enormous harm to County networks, systems, and data.

C. The Pueblo County Information Technology Services (ITS) systems and communication networks are subject to sophisticated cyber threats daily.

D. When a security incident does occur, the response must be quick and decisive to contain the threat and prevent additional damage from occurring.

E. The incident response process is critical to the successful containment of an incident. It is essential for affected departments or agencies to collaborate and consolidate efforts to deal with cyber incidents. These coordination efforts will be guided by the ITS Help Desk.

F. It is assumed that all agencies have EOPs and will enact those plans in support of this appendix and all departments have established continuity of operations plans.

CONCEPT OF OPERATIONS

Initial Notification:

A. Coordinate with ITS Director regarding the decision to activate the EOC and goals/ objectives the ITS Director wants to be accomplished during activation.

B. Contact Pueblo County Sheriff's Office to request activation of the EOC to support the incident.

C. Report to the EOC and coordinate with the Pueblo County EOC Coordinator to prepare the EOC for activation and determine the EOC activation level (full activation, partial activation, remote activation, etc.

D. See that supplies and equipment in the EOC are stocked, maintained, and ready for an event.

E. Establish a method of tracking EOC personnel if standard PCSO methods are unavailable.

F. Work with all EOC staff so that they are trained in their duties and responsibilities.

Incident Assessment:

A. Coordinate with the PCSO Communications Manager to create a message and Swift 911 distribution list for EOC activation.

B. Activate call out the list and notify appropriate EOC staff and ESF coordinators of emergency.

C. Refer to and comply with the Pueblo County Incident Response Plan for detailed technical requirements.

Incident Command and Incident Support:

A. Update the Commissioners of the emergency and brief them upon their arrival at the EOC.

B. Create objectives for the operational period.

C. Conduct regular briefings within the EOC to maintain situational awareness and track needs and actions.

D. Coordinate with the PCSO PIO to create and disseminate any necessary messages to appropriate audiences as needed.

E. Develop a staffing plan to maintain extended or 24-hour operations if needed

Demobilization, Re-entry, and Recovery:

A. When the incident no longer requires EOC activation, transition EOC into a lower activation level or inactivate the EOC.

B. Ensure that all documentation is collected for historical and reimbursement purposes.

C. Develop Recovery staffing plan.

D. Release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

Each agency, organization, and local government addressed in this plan is responsible for developing procedures, providing training, and implementing procedures for continuous documentation of disaster-related response and damage costs.

The Pueblo Cybersecurity Incident Response Team (CIRT) must address the basic goals of Cybersecurity when forming an incident response strategy. The main goals of the ITS-CIRT are to maintain:

- Confidentiality: Only authorized individuals are allowed to access information.
- Integrity: To ensure that data is trusted and not altered by an unauthorized entity.
- Availability: The information is accessible whenever needed.

To maintain the appropriate security posture for Pueblo County, each department must be diligent and consistent in reporting Cybersecurity incidents to the ITS Help Desk. Recognizing that some departments may have their processes and procedures when dealing with Cybersecurity incidents, they are required to report the incidents to the ITS Director (ITS-DIR) for escalation when certain criteria are met, for metrics, and to present the overall security readiness posture.

A. **Pueblo County Information Technology Services Director (ITS-DIR).** Is responsible for the overall information technology security posture, policies, and planning for Pueblo County. The ITS-DIR shall:

   1. Establish a Pueblo ITS-CIRT with the necessary skills to handle critical Cybersecurity incidents for Pueblo County.

   2. Appoint members of the ITS-CIRT to serve as a single interface for all communication regarding Cybersecurity incidents during and after incident response.

3. Assist in pursuing appropriate legal action by maintaining the integrity of evidence and chain of custody, consistent with County Attorney's guidance.
4. Establish relationships with other incident response organizations to share information on relevant threats, vulnerabilities, or incidents.
5. Serve as the central information source for general Cybersecurity incident information, vulnerabilities, and mitigation strategies.

B. **Pueblo County Information Technology Services - Network Systems and Security (ITS-NSS) Manager.** Reports directly to the ITS-DIR for Incident Response. The ITS-NSS shall:

1. Provide technical advice, assistance, and aid in public agency incident response, investigation, containment, and recovery.
2. Advise the ITS-DIR on the severity of incidents.
3. Provide for and ensure adequate documentation of all reported Cybersecurity incidents within departments of Pueblo County.
4. Provide recommendations to the ITS-DIR and departments involved with an incident to decrease the likelihood of future incidents.

C. **Pueblo County Information Technology Services - Technical Services Managers.** The Technical Services Managers include the Pueblo County ITS and the Pueblo County Department of Human Services (DHS) Help Desks (HD), respectfully. Generally, supports the ITS-DIR, ITS-NSS, and ITS-CIRT by receiving incidents. For the Incident Response Plan (IRP), the ITS Help Desk may also include the DHS Help Desk and DHS IT Support.

1. Receive calls from all department staff members when a potential incident is recognized.
2. Diagnose every call taken to determine what calls might be considered Cybersecurity incidents.
3. Notify the ITS-NSS and ITS-DIR of those incidents which are determined to be cyber incidents.
4. Provide all possible assistance to any individual or department involved in a Cybersecurity incident at the direction of the ITS-DIR, ITS-NSS, and ITS-CIRT.

D. **Pueblo County ITS-CIRT.** When activated, the ITS-CIRT is responsible for completely handling a reported Cybersecurity incident by a Pueblo County Department. The ITS-CIRT shall:

1. Serve as a single interface for all communication regarding Cybersecurity incidents during and after incident response. When issues require external notification, the ITS-CIRT interfaces directly with the ITS-DIR and the ITS-NSS.
2. Provide technical expertise, advice, incident response, investigation, containment, and recovery.

3. Advise the ITS-NSS and ITS-DIR on the severity of Cybersecurity incidents.
4. Provide for and ensure adequate documentation of all reported Cybersecurity incidents.
5. Provide evidence collection or, where applicable, bring in outside forensic specialists.
6. Provide recommendations to the ITS-NSS and ITS-DIR to decrease the likelihood and impact of future incidents.
7. Assist in pursuing appropriate legal action by maintaining the integrity of evidence and chain of custody, consistent with County Attorney guidance.

E. **ITS EOC Representative.** If EOC activation is required, the CSEPP IT Representative, in coordination with the EOC Coordinator, will assume the role of the ITS EOC Representative. (See the Concept of Operations section above for specific duties).

F. **Pueblo County Cybersecurity Support Team (PC-CST).** The PC-CST will staff the EOC, maintain situational awareness, track decision making and procurement, draft public information messaging, maintain historical documentation, and plan for future operational periods. Policy makers and elected officials will coordinate with the EOC in decision making and developing conditions of the incident. The PC-CST:

1. Is designated as the department point of contact for a Cybersecurity incident.
2. When alerted, performs "first responder" or Incident Response Team (IRT) duties.
    a. Provide input
    b. Communication
    c. Coordinate after-action review recommendations and implementation
3. Work with ITS to develop Cybersecurity training that may be specific to each department.

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Appendix 8, Joint Information System (JIS) / Joint Information Center (JIC)

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: Risk Communication Committee Members and other agencies, as needed

PURPOSE

The purpose of this document is to provide a plan for conducting public information operations within the Pueblo Community during emergency responses and other situations in which multiple organizations need to collaborate to provide timely, useful and accurate information to the public and other stakeholders.

"It provides information on activation of the Joint Information System, including a rapid-deployment public information assistance team (referred to as a "JIS Strike Team" by the Pueblo Community), or a JIC that works within the framework of the NIMS ICS." The plan is flexible, scalable and can be adapted for use in a diverse range of responses, ranging from a small, single agency, single-hazard response that lasts a few hours to a large, multiple agency, multi-hazard response or recovery operation that lasts for several weeks or months.

SCOPE

An all-hazards JIS serves as an operating philosophy and organizational construct by which all communication (internal and external) is disseminated. An all-hazards JIC serves as the location representing various organizations/agencies and is staffed with volunteers from local, state, and federal jurisdictions to coordinate the dissemination of emergency public information. It is the role of those volunteers to utilize their agency resources and schools of knowledge to come together and serve to disseminate emergency information to the public. In providing timely, accurate and coordinated information, the JIS/JIC serves to alleviate information gaps and misinformation during the emergency.

SITUATION AND ASSUMPTIONS

A. Multiple local, state, and federal agencies may potentially become involved in a Pueblo Community emergency. It is understood the Pueblo Community public information professionals operate under a JIS daily.

B. During any elevated activation of a JIS/JIC each organization should use internal public information/affairs plans to include the constant use of a JIS up to and throughout the declaration of an operational JIC.

C. While the JIC is a single location where the informational needs and demands of the public and media can be met, the overriding concept of the JIC recognizes that each individual will continue to bring expertise from his/her own agency, while receiving the benefits derived from coordinated information.

D. Under the JIS/JIC concept, each agency representative has a commitment to share and coordinate information with all other participating agencies prior to its release to the media and public.

E. At no time should any agency determine or approve information from outside their purview.

F. The JIC is designed only as a coordination and dissemination point; agency information must be approved prior to reaching the JIC.

   1. The primary benefit of this concept is that the public receives accurate, timely, and coordinated emergency information.

   2. It is essential that the JIS concept determine communications strategies throughout the emergency and activation of the JIC, as these concepts work simultaneously.

JIC FACILITIES

A. The Pueblo Community primary JIC location is at the Pueblo County Sheriff's Office Emergency Services Center, 101 W. 10th Street, Pueblo, Colorado. The facility includes dedicated workspace, including areas a phone team, news writing, electronic support and media monitoring. A separate space inside the building has been identified as the primary location for one-on-one interviews, news conferences, and a media work area.

B. The Pueblo Community alternate JIC location is at the Pueblo Department of Public Health and Environment, 101 W. 9th Street, Pueblo, Colorado.

ACTIVATION

A. Pueblo County is geographically situated in a region where floods, wild land fires and winter storms have the potential to isolate the community and endanger the citizens.

   1. Should an emergency affecting Pueblo County occur as a result of these or similar hazards, the PCSO-ESB Chief or EOC Coordinator will make the decision to activate the JIS/JIC.

   2. The Pueblo County CSEPP PIO has responsibility for the Pueblo County Sheriff's Office emergency public information program.

   3. Following the decision of a JIS/JIC activation, The Pueblo County CSEPP PIO will initiate the JIC staff call-out via NS and or email.

B. In addition to these concerns, the storage of chemical weapons at the U.S. Army Pueblo Chemical Depot creates the potential for a large-scale emergency involving the community. In the event of an emergency involving the chemical weapons stored at U.S. Army PCD, the PCD Public Affairs Officer (PAO) or designee will contact the State and County PCSO-ESB Public Information staff.

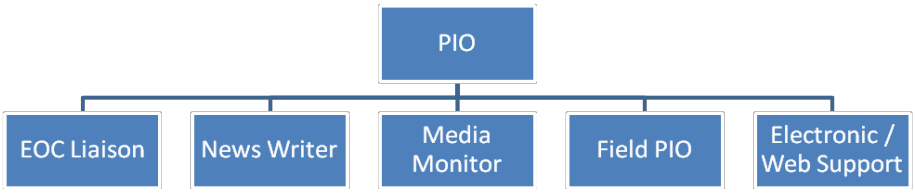
1. With concurrence of two of the three jurisdictions (State, County and Depot), the decision to activate the JIS/JIC will be made.
2. The Public Affairs/ Public Information Officers from the CO-DHSEM, PCSO-ESB and PCD will then initiate their respective JIS/JIC activation procedures. After notification of JIC activation to the IC, the OC and the EOC, announcement of an open JIC will be communicated via e-mail to local media outlets and appropriate governmental agencies.

JIS-JIC STAFFING LEVELS

A. Four levels of JIS/JIC operations have been identified. These levels are to be general guidelines rather than strict constructs for JIS/JIC development. There may be instances when JIS/JIC activation may move directly to Level Four or remain at Level One. Although the stages are numbered chronologically, they need not be chronological in implementation.

B. It is the preference, however, that Level Four (JIS Strike Team Activation) remain a significant part of all JIS/JIC activation as it builds the necessary foundation for a successful joint communications capability.

1. **Level 4 – JIS Strike Team**. Up to a 5-person team is activated to support lead agency PIO, at the scene, in the Emergency Operation Center, or virtually.



Note: If the JIC has not been activated, the JIS Strike Team is staffed by the members of the Risk Communications Network (RCN).

2. **Level 3 – JIC activated with minimal staffing**. JIS Strike Team members transition to become JIC staff. To be declared open, the following functions should be staffed.

- Lead PIO
- JIC Coordinator (operational control)
- Gathering & Production Group Lead
- Media Monitoring
- Dissemination Group Lead
- Web / Net Unit in JIS or JIC
- Two Phone Call Takers
- Field Information Group Lead in JIS or JIC

Note: In a CSEPP response, staffing should also include:

- Depot PAO in JIS or JIC
- State PIO in JIS or JIC

a. It is anticipated that participants from many agencies will be integrated into the JIS/JIC staff.

b. The JIC Coordinator, in consultation with the affected Public Affairs Liaisons, will adjust staffing patterns as the situation develops.

c. JIS/JIC staff may be required to perform additional duties as needed and may assume a role in the JIC that is not as a representative of their agency, but a role required to satisfy the public information needs.

3. **Level 2 – 12-Hour JIC staffing**. All activated Groups and Teams as appropriate are staffed for 12-hour operations. Functions that may be staffed during this level of operation are identified below. JIC operations may expand or contract to suit the situation.

4. **Level 1** – 24-hr JIC staffing. All activated Groups and Teams as appropriate are staffed for 24- hour operations.

CONCEPT OF OPERATIONS

A. **Google Drives.**

Two Google Drives are used to support Pueblo JIC operations. The Pueblo JIC Google Drive is organized into folders to include news release templates, fact sheets & background information, Smart book contents, JIC staff position specific procedures and pocket cards, wall posters, maps, photos and graphics. An "administration" folder is in the RCN drive. It contains the master and position specific log-on information and passwords for all computers in the primary JIC (at the Emergency Services Center), WebEOC for call takers and PIO, Google Drives and JIC exercise social media accounts.

B. **JIS/JIC Information Collection, Coordination, and Dissemination.**

Proper and timely gathering of information is critical. To ensure coordination and proper dissemination of information, participants should follow these guidelines:

1. Each person shall speak for his/her own agency or speak directly from JIS/JIC published materials. Public Affairs Liaisons should gather information from their

respective agency and coordinate releasable information with Writers, Web Unit, social media and Gathering and Production Lead, if appropriate, to develop news releases and social media posts. It is anticipated that each agency represented shall use its own internal approval method prior to releasing information. Unified Public Information, under the Incident Command System, is the overriding concept for JIC information management during CSEPP Emergency JIC activations. Each individual PIO will continue to represent her/his own agency, and at the same time participate in a coordinated public information approach.

2. It is anticipated that with the proximity of the EOC and the JIC, agencies may staff the EOC but not staff the JIC. In those circumstances it will be the responsibility of the JIC Coordinator to identify that agency's EOC representative and work with the Pueblo County PIO and JIC Liaison inside the EOC to coordinate the releasable public safety information that agency may have.
3. Any agency represented in the JIC or EOC will share independently released information immediately with the JIC to prevent redundancy and to assure the most current information released is available to every member in the JIC. Information released from inside the JIC will be released after coordination with the Dissemination Lead and the JIC Coordinator.
4. Information can be disseminated via news releases, social media, telephone inquiries, news briefings/conferences, or provided via interview. It is our objective to keep news releases short, factual, and to the point. Although not mandatory, it is encouraged that all news releases be on JIC letterhead thereby illustrating a cooperative effort that will discourage the media from repeated individual agency contacts that may hinder command processes.
5. All public information materials will be identified by a time and date title prior to release to allow for easy access to the most recent information. Immediately after its e-mail distribution, all information will be logged and uploaded to the website status board via Electronic Support Unit. Web/Net unit will then identify key points in distributed information and post that information to social media sites to accommodate a broader audience.
6. In the event of a U.S. Army Pueblo Chemical Depot emergency, before the JIC is declared operational, news releases concerning depot activities will be prepared and distributed from the depot. Once the JIC is operational, subsequent news releases concerning the depot emergency and Pueblo Community will be coordinated and released via the JIS/JIC.
7. Initial pre-scripted EAS messages, in English and Spanish, will be sent from the Pueblo County Emergency Services Bureau EOC).

8. A Media/Rapid Response unit will electronically disseminate final products internally to JIS/JIC partners via email and externally to the media, elected officials and the public via email and the Pueblo County Sheriff's Office social media accounts. They will monitor and respond (using approved releasable information) to public and media social media posts, concerns, or inquiries. They will elevate to a supervisor, posts that need to be brought to the attention of the EOC/Incident Command or require PIO input for response. They will report social media trends.
9. The Briefing Unit will act as liaison between the members of the media in the Media Workroom and the JIC Coordinator. They will provide hard copies of the incident news releases and media kits, ensure provided equipment and technology is functioning, relay interview request and work to provide for any general needs of the media. They are to notify security of any attempts by media outlets to access secured areas of the Emergency Services Center.

C. **JIS/JIC News Conferences.**

The JIC Coordinator, Public Affairs Liaisons and Dissemination Lead will schedule news conferences as the situation warrants.

1. A JIS/JIC media advisory with the time and location of the news conference will be issued. Every attempt will be made to ensure adequate notification to media outlets.
2. A spokesperson from each responding agency should be present at the news conference to answer questions. This will also prevent presenters from speaking outside their purview.
3. Before the news conference, presenters will meet briefly to discuss their statements and anticipated questions.
4. A PAO/PIO designated prior to the conference, will give welcoming statements, provide any ground rules for the conference, and introduce the presenters.
5. Each spokesperson may make a statement with updated information from his/her agency, if appropriate.
6. During the conference, any questions to which the answers are not known, or for which the information is not available, will be recorded by public information staff and an answer provided as soon as possible. Follow-up answers and information to questions will be provided via email, telephone, or during the next news conference. A member of the newswriting team will also be present at the news conference to capture any updates not previously released by the JIC. Subsequently a news release and social media posts with this new information will be distributed.

7. Presenters may meet after the conference to discuss any follow-up course of action or new responsibilities.
8. News conferences will be recorded by the media monitoring team and may be referred to for areas needing improvement or retained for historical value.

D. **JIS/JIC Rumor Control.**

The JIS/JIC serves as the outlet for public information. In any situation involving the dissemination of information to many people, misinformation and rumors may occur. The call- taker staff will handle and monitor incoming queries, which will assist in rumor control.

1. The JIS/JIC should serve as the primary source of information and dissemination to the media and public.
2. Media monitoring staff should monitor and record all newspaper, television, radio and internet media coverage. Rumors and misinformation should be recorded and reported immediately to the JIC Coordinator via the appropriate routing form.
3. Call Taker Staff will relay rumors and misinformation to the Dissemination Lead or Lead Call Taker. The Dissemination Lead will inform the JIC Coordinator and other leads, as necessary.
4. The JIC Coordinator, Gathering and Production and/or Dissemination Lead(s) will investigate the rumor and decide how to best respond. If appropriate, Public Affairs Liaisons, the EOC or the IC may be consulted to confirm or dispel the information. Response should be timely and can be made with a news release, social media posts or media briefing. If the misinformation is limited to one media outlet, then an interview, personal contact with a reporter, or direct contact with the station itself, are appropriate actions for correcting misinformation. These contacts should be documented to ensure accuracy. It is the responsibility of the Media Monitoring team to confirm that the misinformation is retracted.

JIC SECURITY

Access to the JIC (PIO Workroom, Media Monitoring, and Call Taker Room) will be limited to JIC personnel due to space limitations and information sensitivity. Security will have a list of personnel with authorization to enter these areas. The JIC Coordinator or his/her appointee has authority to amend the list.

JIS/JIC DEACTIVATION

The JIC Lead PIO, in accordance with the Pueblo County EOP, will decide when to deactivate the JIS/JIC. Deactivation of the JIC does not necessarily mean that the emergency related JIS will be

deactivated at the same time. The JIS/JIC will issue a news release and post on social media when the JIC no longer activated.

Upon deactivation, the JIC Coordinator will:

A. Ensure all equipment and personnel are returned to standby status.

B. Ensure all generated information is collected and retained for future needs.

C. Ensure all electronic communications (websites, blogs and other means) are removed during JIS/JIC deactivation.

D. Update web-blog and social media sites to reflect current status and follow up contacts.

Once deactivated, JIC staff will participate in a critique of JIS/JIC operations and submit comments to the JIC Coordinator or appropriate Group Lead. Development and application of the response actions will be addressed by the JIC Coordinator, these may include, but are not limited to;

A. Inoperable equipment

B. Procedural inadequacy

C. Clarity of policies

D. Notification difficulties

E. Other lessons learned

JIS/JIC PLAN DEVELOPMENT AND MAINTENANCE

Custodial care of this document lies with Public Information/Affairs Officers from Pueblo County Emergency Services Bureau, the U.S. Army Pueblo Chemical Depot, and the CO-DHSEM. This document shall be reviewed annually, with the lead responsibility for reviews and updates resting with the Pueblo County Sheriff's Office Emergency Services Bureau Public Information Officer.

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Appendix 8a, JIC / JIS References

- National Incident Management System, March 2004
- National Response Plan, December 2004, with changes dated May 25, 2006
- CSEPP Public Affairs Guidance, Compendium Workbook, 2005
- Pueblo Chemical Depot Chemical Accident/incident Response and Assistance (CAIRA) plan, September 2005
- PCD Emergency Public Affairs Plan, Chemical Accident//Incident, 2 May 2006
- Colorado Department of Emergency Management Emergency Operation Plan, Public Information Annex
- Pueblo EOP, Public Information Annex Pueblo Community JIS/ JIC Smart Book
- Joint Information Center Intergovernmental Agreement, 6 December 2006
- Memorandum of Agreement for the Colorado CSEPP JIS/JIC among PCD, Pueblo County, State of Colorado and FEMA Region VIII, 12 September 1997

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Appendix 8b, JIS Strike Team

SOG FOR JIS STRIKE TEAM

Concept of Operations

Serving as a vehicle of emergency public information, the JIS Strike Teams, are available to any Risk Agency in Pueblo County that identifies a need for additional support during a community event. Teams are composed of volunteer members of the RCN and are all public information professionals in the community. Each team consists of 5 members.

- Information Liaison – coordinates public information with the EOC.
- Electronic Support – posts information to the status board and various social sites.
- Media Monitor- reviews radio, TV, print, social media, and websites for information accuracy.
- News writer – gathers current information from EOC liaison and Field PIO and draft written releases and distribute those releases to the media and other risk agency PIO.
- Field PIO – support public information needs at Incident Command.

Activation Guidelines

Strike team Activation does not require an activation of the EOC but should be considered immediately after EOC activation. Often, an incident requires additional public information support but does not require an EOC activation. In either case, any RCN member that is the primary PIO for an incident inside Pueblo County can request a JIS Strike Team. The request is made through the Pueblo County Sheriff's Office Emergency Services Bureau PIO, to the Pueblo County Sheriff's Office Dispatch, or to any of the Core Members of the RCN. Core PIO Members are:

- City of Pueblo Public Affairs
- Parkview Medical Center
- Pueblo Department of Public Health and Environment
- Pueblo County Sheriff's Office Emergency Services Bureau
- Pueblo West Metro District
- Pueblo Board of Water Works

Special Considerations

Proximity to the EOC is recommended for the positions of Electronic Support, Media Monitoring, and News writer. This will allow for immediate communications with the Information Liaison and will aid in the most current information being produced as well as provide the credibility needed to immediately correct any misinformation.

Purpose

The purpose of the JIS Strike Team is to disseminate information directly to the media and the public. It is not ideal for incidents where a large number of incoming queries are expected. To support a moderate amount of incoming telephone calls, local 211 may be utilized. The Information Liaison will be responsible for monitoring the need for additional call takers and may request a full scale JIC activation if the demand for public information is not being met by the Strike Team.

A. **JIS Strike Team Activation (5-person team**):

1. RCN members will receive notification through the ENS. This is designed as an initial communication stage to coordinate information, gather a small team of RCN members to support the public information demands of the lead agency, and prepare for the potential development of additional levels.
2. If a move to Level Three, Two, or One is initiated, an Incident Action Plan (IAP) will be developed during level one, a JIC will be activated, and the team will assume the roles outlined below. The IAP will include, but not be limited to: logistical arrangements, staffing responsibilities, and definition of mission. Stage One can be used both in person and through Virtual JIS/JIC processes. The development of this Stage insures appropriate and thorough communication from various incident command structures.

B. **JIC Staff Transition to Strike Team**

The following positions should be filled in order to initiate Stages Two through Four:

Note: Any positions not filled will remain the responsibility of the JIC Coordinator.

C. **JIC Strike Team Transition to JIC Staff**

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Appendix 9, Chemical Stockpile Emergency Preparedness Program (CSEPP)

Primary Agency – Pueblo County Sheriff's Office

Supporting Agencies: All stakeholders and partners

PURPOSE

The purpose of this CSEPP Appendix is to establish a standardized framework for Pueblo County's response to chemical accident/incident (CAI) within the context of an All-Hazards approach and activation of the Pueblo County EOP.

SCOPE

The scope of the CAI requires participation from all departments in the County, public agencies and service providers depending on the extent of the CAI at the U.S. Army PCD and its impact on the surrounding communities in Pueblo County.

SITUATION AND ASSUMPTIONS

A. CSEPP is a federally funded program administered by the Department of Defense (DOD) and the Federal Emergency Management Agency (FEMA) to prepare local jurisdictions for a CAI at the U.S. Army PCD and other locations.

B. PCD stores only mustard agent (HD), a persistent blister agent. PCD stores no nerve or blood agents.

C. PCD will continue to operate until all chemical weapons mustard agent is destroyed. The expected completion is to be determined.

D. The CSEPP will continue to operate until all the chemical weapons mustard agent is destroyed, and transition is completed.

E. The CSEPP will continue to support training and exercises, and personnel protective equipment for designated law enforcement and fire agencies related to a CAI response until the transition is completed.

F. There are no correctional or inmate populations located within the Immediate Response Zone (IRZ) or the Protective Action Zone (PAZ).

CONCEPT OF OPERATIONS

If an incident occurs at PCD that has the potential to affect off-post personnel or territory, PCD will notify the Pueblo County Sheriff's Communications Center in accordance with the Memorandum of Agreement between Pueblo County and Pueblo Chemical Depot (MOA).

Initial Notification:

A. The communications officer will record the information and immediately notify the Pueblo County (EOC) Coordinator.

B. The PCD OC will fax a hard copy of the message to the Pueblo County Sheriff's Communications Center after telephonic notification.

Incident Assessment:

A. The Pueblo County PCSO-ESB Chief and CSEPP Coordinator will review the Protective Action Recommendation (PAR) provided by PCD.

B. The map is divided into two major areas, the PAZ and IRZ. Both the PAZ and IRZ are subdivided into eight response areas designated by a letter prefix and a 1 or 2 suffix. The prefix shows the directional location while the suffix shows the zone, i.e., IRZ (1) or PAZ (2) Staff will use the response areas designator for planning and issuing reaction directives. See CSEPP Manual for instructions specific to each area.

C. PCD will provide the wind direction in the eight cardinal directions (N, NE, E, S.E., S, S.W., W, or N.W.) and in degrees, in accordance with the current Alert and Notification Form. The planning width of the plume will be 45 degrees (22 1/2 degrees to either side of the cardinal direction). The PCD EOC will continue to refine the plume direction and size as the situation develops.

D. Once the PAR is reviewed, the EOC PCSO-ESB Chief will issue a Protective Action Decision (PAD) based upon the best available information.

   1. If the Pueblo County EOC Coordinator is not available to review the PAR, the Senior Sheriff's Communications Center Officer will accept the PAR as the PAD from PCD and follow the procedures in the Pueblo CSEPP Communications Center Manual (CSEPP Manual).

   2. A digital copy of the CSEPP Manual is in the Pueblo County Sheriff's Office Communication Center at 101 W. 10th Street, Pueblo, Co 81003.

E. Figure 1 - CSEPP Emergency Response Zones on the next page.

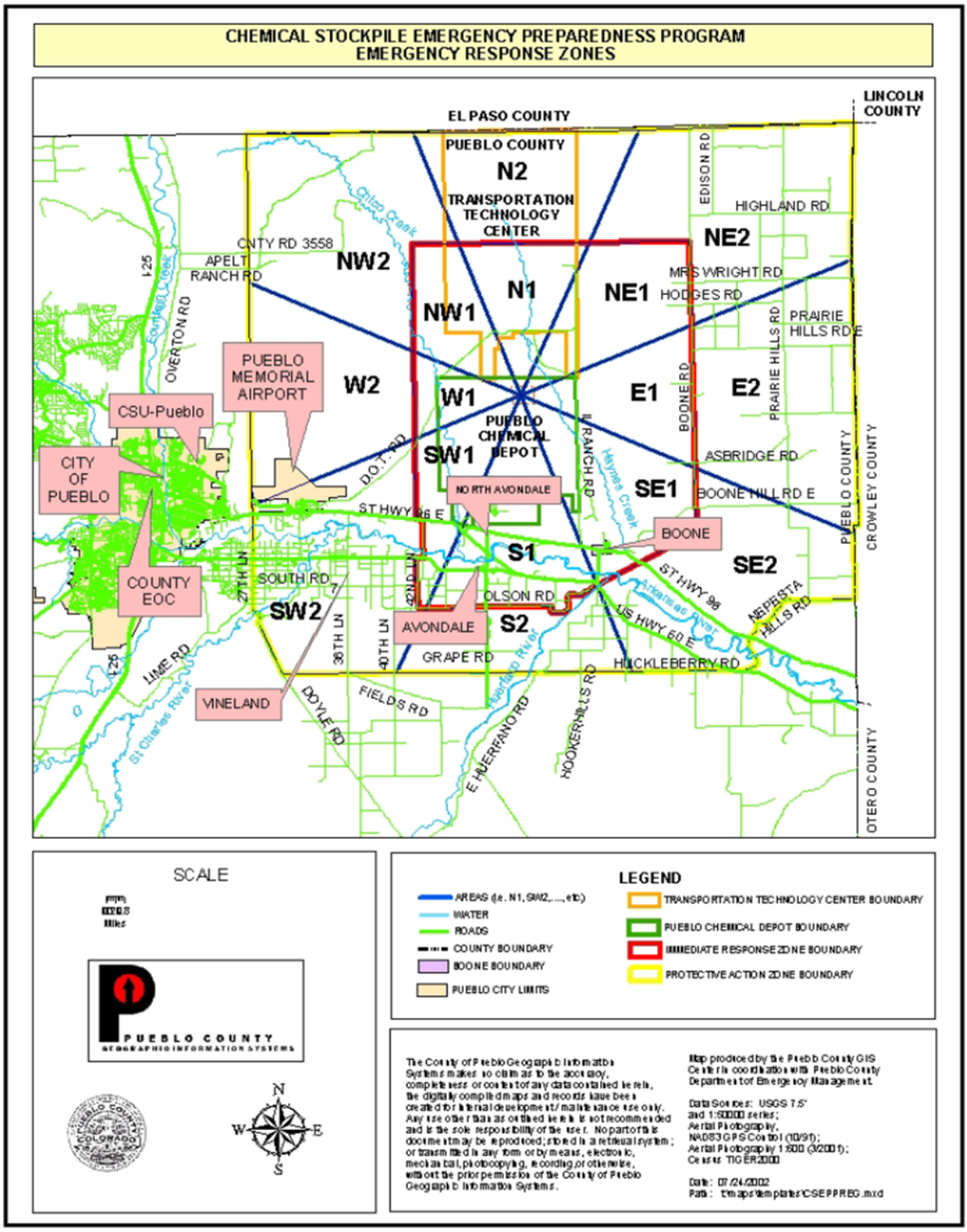

Figure 1 - CSEPP Emergency Response Zones

Incident Command and Incident Support:

The IC will be PCD supported by Pueblo County as requested.

Demobilization, Re-entry, and Recovery:

Upon reduction in resource requirements or conclusion of response operations, release tasked personnel/organizations to their regular duties.

ORGANIZATION AND RESPONSIBILITIES

A. **Department of the Army.**

1. The Pueblo Chemical Depot, function as the IC of, and coordinate emergency response to CAI for their area.
2. Lead response and recovery agency in the event of a CAI at the Depot.

B. **Pueblo County Sheriff's Office.**

1. Provide support and response to a CAI.
   a. Provide the initial response to a CAI for mitigation, containment, etc., as necessary in their area.
   b. Activate the EOC and coordinate the resources necessary to support the incident.
   c. Coordinate activities with other government agencies in support of the incident.
   d. Provide technical assistance to outside departments or agencies assisting with the incident.
2. Manage the financial and logistics aspects of the incident.
3. Supervise departments and agencies assigned to the incident.

C. **Mutual Aid Fire Departments and Fire Protection Districts.**

1. Support the CAI with personnel and equipment.
2. Rural Fire District, Pueblo City Fire, Pueblo West Fire Department, and Rye Fire Protection District establish, and conduct decontamination operations as requested.
3. Activate the Pueblo County MCI Plan, if appropriate. A digital copy of the plan is in the County Communication Center at 101 W 10th Street, Pueblo, CO 81003.

D. **Emergency Medical Services.**

1. Provide emergency medical care to the responders during an incident.
2. Provide emergency medical care and transportation to the Pueblo County community.

E. **PDPHE.**

1. Provide assistance and information regarding environmental and health aspects and population protection.
2. Coordinate with State Health Department officials.
3. Assist in product analysis.
4. Provide liaisons to Saint Mary Corwin and Parkview hospitals.

F. **Public Works.**

1. Shall assist in necessary road closures, detours, providing heavy equipment and material for clearing or moving debris, building dikes, etc.
2. Provide remedial actions when material may affect water sources and distribution systems.
3. Assist in product analysis.

G. **Law Enforcement.** Law Enforcement shall have responsibility for crowd and traffic control, shelter security, and shall coordinate and control evacuation and re-entry activities.

H. **Transportation Technology Center, Inc. (TTCI).** Upon request TTCI may provide various equipment, resource material and manpower, if able to do so safely and securely.

I. **Colorado National Guard.**

1. The Colorado National Guard Civil Support Team (CST) provides technical and workforce assistance to local agencies involved in hazardous materials response, or incidents involving CBRNE materials.
2. CSTs also provide immediate response for intentional and unintentional CBRNE or HAZMAT releases and natural or human-made disasters that result in or could result in, catastrophic loss of life or property.
3. CST members receive more than 650 hours of HAZMAT and high-tech training from agencies such as the Federal Emergency Management Agency, the Department of Energy, the Department of Justice, and the Environmental Protection Agency.
4. Operates a unique equipment set including a specialized/secure communications vehicle (Unified Command Suite), and a mobile analytical laboratory system with a full suite of chemical, biological, and radiological analysis equipment.
5. The CST Advance team deploys within 90 minutes; the main body within three hours.

J. **Parkview and Saint Mary Corwin Hospitals.** Hospitals shall provide assessment, decontamination, treatment, and care of injured related to a CAI.

AUTHORITIES

A. Title 29, Article 22 of the CRS (also known as Senate Bill 172) Hazardous Substance Incidents, assigns responsibility to local governments for a response to hazardous materials incidents.

1. Article 22 requires the governing body of every city and county to have a DERA for hazardous substance incidents occurring within the corporate limits of such town, city, and county.
2. For a hazardous substance incident occurring on Fort Carson or the Pueblo Chemical Depot, the Department of the Army is the DERA.

B. 2020 Mutual Aid Agreement for Fire Protection and Other Emergency Services Assistance between Pueblo County Public Safety Entities including Pueblo, Pueblo County, Rye Fire Protection District, Pueblo Rural Fire District, Pueblo West Metropolitan District, City of Boone, West Park Volunteer Fire District, and the Beulah Fire Protection and Ambulance District.

Appendix 10, Pueblo County Recovery Operations (RO)

Primary Agency: Pueblo County Sheriff's Office

Supporting Agencies: Other Elected Officials, Departments, and unincorporated communities in Pueblo County, Law Enforcement Agencies, Local Fire Agencies, CO-DHSEM, CDOT, Utility Companies (Water and Power), Schools (Public and Private) and others, as needed

PURPOSE

The appendix outlines the Pueblo County RO and define the organizational structure and responsibilities during and post declared disaster or emergency.

SCOPE

The Pueblo County RO are part of a larger system of inter-related plans at the local, state, and federal levels. They are founded upon the National Disaster Recovery Framework (NDRF) and the principles of the NIMS.

A. The RO should use the all-hazards approach that addresses a full range of complex and constantly changing requirements to recover from major disasters or emergencies. It does not address issues of immediate response or communications.

B. The RO and its associated Recovery Support Functions (RSF) are intended to guide the County's short and long-term recovery efforts, see figure 1. Short-term recovery efforts taken during and immediately after the disaster to focus on the restoration of essential services and providing for basic human needs. Long-term recovery efforts as well as resiliency and mitigation efforts address cost accounting, reimbursement and restoring the community to pre-disaster conditions (if possible) and a state of normalcy throughout the communities affected.

C. This RO are applicable within Pueblo County, but it does not supersede or replace municipal emergency operations or recovery plans.

SITUATION AND ASSUMPTIONS

A. Pueblo County has a total area of 2,398 square miles, of which 2,386 square miles is land and 12 square miles (31 km^2) (0.5%) is water. Elevation is 4,692 Feet. The 2020 Census for Pueblo County indicated there are 168,424 people living in 71,906 households.

B. The Pueblo County Natural Hazard Mitigation Plan (NHMP) dated June 27th, 2017, and the 2020 Pueblo County CEPA ranked each potential hazards by considering the probability of the hazards occurring and the impact factors for people, property, the environment, and the economy. See the Hazard Analysis in the Basic Plan.

C. The RO and the organizational structure must be scalable, and adaptable.

D. Regardless of the incident type and size the coordination activities must link local, state, and federal governments, the private sector and non-governmental and community organizations that play vital roles in recovery.

CONCEPT OF OPERATIONS

After a disaster or emergency is declared, the Pueblo County Sheriff's Office will assess the size and scope of the incident and determine the requirements for RO. The PCSO-ESB Chief will coordinate with County Manager to determine the Departments that will participate in the RO.

Initial Notification:

A. Receive notification of EOC activation via Emergency Notification System.

B. Provide a representative to the EOC, as requested.

Incident Assessment:

A. Receive Incident Commander's or Unified Command's assessment, specifically evaluate the type and scope of the incident as related to the need for RO.

B. Designate or request a Recovery Manager (RM), if appropriate.

C. RM will determine the type of RSF required to support RO.

D. Notify the CO-DHSEM Field Manager of the intent to initiate RO.

E. The RM will provide the information, as appropriate, such as input for reports, briefings, displays, public information activities, and plans.

Incident Command and Incident Support:

A. The RM will coordinate all activities related to RO.

B. The RM will assign tasks and suspense's to RSF representatives in support of RO.

C. The RM will provide progress and reports to the Pueblo County Sheriff and the County Manager as requested.

D. The RM will be prepared to conduct long-term and short-term RO.

E. RM will receive all the financial and logistics expenditures and ensure authorized costs.

F. The ESF 5 representative will act as the response primary point of contact to the RM to support RO.

Demobilization, Re-entry, and Recovery:

A. The RM be prepared to submit Public Assistance reimbursement requests to CO-DHSEM and FEMA.

B. RM will develop plans and coordinate restoration of critical infrastructure supported by local governments to pre-disaster status.

C. RM will complete closeout functions required to complete all recovery activities related to the declared disaster, or emergency.

ORGANIZATION AND RESPONSIBILITIES

The RO is organized into RSF. RSF will support RO with the goal re-establish critical infrastructure, services and the economy provided by the local government to a pre-disaster or emergency status.

A. Pueblo County Sheriff's Office.

1. Coordinate with the County Manager and designate a RM to support RO.
2. Provide oversight with the County Manager of the designated RM.
3. Provide office in the EOC to facilitate initial meetings in support of RO.
4. Provide Liaison from ESF 5 to assist in RO.
5. Coordinate activities with other government agencies in support of RO.
6. Provide financial and logistics expenditures to the RM. See figure 2 for required information.

B. Pueblo County Manager.

1. After consultation with PCSO designate a RM.
2. Provide oversight with the PCSO of the designated RM.
3. Provide guidance to all Departments supporting RO.
4. Provide qualified staff personnel to fill RSF positions in support of RO. Example Public Works to fill transportation related RO or Budget and Finance to support expenditures and preparation for Public Assistance reimbursement.
5. Coordinate activities with other government agencies in support of RO.
6. Provide financial and logistics expenditures to the RM. See figure 2 for required information.

C. All Pueblo County Departments.

1. Provide technical assistance to outside departments or agencies assisting with RO.
2. Conduct damage assessment as appropriate in support of RO.
3. Assign qualified staff to fill RSF positions in support of RO.
4. Provide financial and logistics expenditures to the RM. See figure 2 for required information.

D. Municipalities in Pueblo County (City, Towns, Metropolitan Districts).

1. Provide technical assistance to outside departments or agencies assisting with RO.
2. Conduct damage assessment as appropriate in support of RO.
3. Assign qualified staff to fill RSF positions in support of RO.

4. Provide financial and logistics expenditures to the RM. See figure 2 for required information.

E. Pueblo County Fire Department and Districts.

1. Provide technical assistance to outside departments or agencies assisting with RO.
2. Conduct damage assessment as appropriate in support of RO.
3. Assign qualified staff to fill RSF positions in support of RO, as requested.
4. Provide financial and logistics expenditures to the RM. See figure 2 for required information.

F. Law Enforcement.

1. During RO establish scene perimeters allowing only essential access by appropriate individuals.
2. Develop site-specific scene security and consider credentialing.
3. Assign qualified staff to fill RSF positions in support of RO, as requested.
4. Provide financial and logistics expenditures to the RM. See figure 2 for required information.

G. Southern Colorado Volunteers After Disaster and Other Volunteer Agencies.

1. Coordinate and support RSF 6 Mass Care in support of RO.
2. Assign qualified staff to fill RSF positions in support of RO, as requested.
3. Provide financial and logistics expenditures as related to donation management to the RM. See figure 2 for required information.

H. CDOT.

1. Coordinate and synchronize short-term and long-term RO with RM and appropriate RSF.
2. Assign qualified staff to fill RSF positions in support of RO, as requested.

I. Utility Companies (Water and Power).

1. Coordinate and synchronize short-term and long-term RO with RM and appropriate RSF.
2. Assign qualified staff to fill RSF positions in support of RO, as requested.

J. Other Agencies.

1. Coordinate and support RO with appropriate RSF.
2. Assign qualified staff to fill RSF positions in support of RO, as requested.

AUTHORITIES

A. This Disaster Recovery Plan is developed to be consistent with those guidelines set forth in the (State of Colorado Disaster Emergency Act of 1992 and the Colorado Disaster Emergency Act of 2018) and is aligned with the NRF, NDRF, and NIMS.

B. The Pueblo County Emergency Operations Plan delegates the authority to declare, continue or discontinue a disaster or emergency within Pueblo County, provides for all of the disaster and emergency powers permitted by the state and by local laws, ordnances and resolutions.

C. Acts, statutes, resolutions, and other documents that guide disaster recovery include:

1. Federal:

   a. Homeland Security Act and Information Sharing Act 2002

   b. Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide, FEMA Policy 104-009-2, June 1, 2020

2. State:

   a. Colorado Hazard and Incident Response and Recovery Plan, Nov. 2016

   b. Grants to Individuals, C.R.S. §24-33.5-1106

   c. Update Colorado Disaster Emergency Act, House Bill 18-1394 s5 and 21

3. Local:

a. Pueblo Regional Building Code – All International 2015 Codes adopted except Electrical is National Electrical Code 2020 and plumbing is International Plumbing Code 2018.

b. Pueblo County Emergency Operations Plan (EOP) 2021 (to be published)

Recovery Support Function #	Title
1	Community Planning and Capacity Building
2	Economic Recovery
3	Health and Social Services
4	Housing
5	Infrastructure Systems
6	Natural and Cultural Resources

Figure 1 – Recovery Support Functions

Financial Tracking by Type	Information Required
Applicant's Benefits Calculation Worksheet	Fringe Benefits (By %), Regular Time, Overtime
Contract Work Summary Record	Dates Worked, Contractor, Billing/Invoice Number, Amount, Comments - Scope
Force Account Labor Summary	Name, Job Title, Dates and Hours Worked Each Week, Total Hours, Hourly Rate, Benefit Rate/Hr, Total Hourly Rate, Total Costs
Material Summary Record	Vendor, Description, Quantity, Unit Price Total Price, Purchased Date, Date Used, Invoice, Stock
Rented Equipment Summary	Type of Equipment, Dates and Hours Used, Rate Per Hour (With or Without Operator), Total Cost, Vendor, Invoice No., Date and Amount Paid, Check or Purchase Order No.
Force Account Equipment Summary	Type of Equipment, Equipment Code No., Operators Name, Dates and Hours Used, Total Hours, Equipment Rate and Total Cost

Figure 2 – Financial and Logistics Required Information

Appendix 11, Emergency Support Function Matrix - Primary and Supporting Stakeholders

Emergency Support Function (ESF) #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ESF Stakeholders	Transportation	Communications	Public Works & Engineering	Firefighting	Emergency Management	Mass Care, Sheltering, & Human Services	Logistics Management and Resource Support	Public Health & Medical Services	Search & Rescue	Oil and Hazardous Materials Response	Agriculture & Natural Resources	Energy	Public Safety & Security	Cross - Sector Business & Infrastructure	Public Information & External Communication
Pueblo County Human Resources					S		S								
Pueblo County Human Services					S	S	S	S			S				S
Pueblo County Information Technology					S										S
Pueblo County Manager					S		S	S				S	S	P*	S
Pueblo County Office of Budget & Finance					S		S							S	
Pueblo County Planning & Development					S							S		S	S
Pueblo County Public Works	S		P*		S		S		S	S	S	S			S
Pueblo County Purchasing					S		S							S	
Pueblo County Sheriff's Office	P	P*		P*	P	P	P	S	P	P	S	P	P*	P*	P*
Pueblo County Surveyor					S										
Pueblo County Treasurer					S										
Pueblo Department of Public Health & Environment				S	S	S	S	S			S		P		S
Pueblo Regional Building Department					S							S		S	
Pueblo Rural Fire Department				P*	S			S	S	S	S				
Pueblo West Fire Department				P*	S			S	S	S	S				
Pueblo West Metro District			S	S	S	S	S	S				S			S
Rye Fire Protection District				P*	S			S	S	S	S				
Rye Telephone Company		S	S		S							S			
San Isabel Electric				S	S					S		S		S	S
Salvation Army					S	S		S							
School District #70	S				S	S		S			S				S
School District 60	S				S	S		S			S				S
Senior Resource Development Agency	S				S	S	S	S							S
Southern Colorado Volunteers After Disaster				S	S	S	S	S							
St. Charles Mesa Water Association					S					S		S		S	S
St. Mary Corwin Medical Center				S	S	S		S	S	S				S	S
Town of Boone			S	S	S	S	S	S				S		S	S
Town of Rye			S	S	S	S	S	S				S		S	S
Transportation Technology Center/Fire Department	S			P*	S			S	S	S	S				
Union Pacific Railroad	S				S									S	S
U.S. Bureau of Reclamation		S			S										S
USDA Forest Service		S		S	S				S		S		S		S
Veterans Affairs Medical Center				S	S	S	S	S							S

P = Primary Responsible for ESF Management

P* = Primary in Affected Area

S = Responsible for Supporting Primary

Emergency Support Function (ESF) #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ESF Stakeholders	Transportation	Communications	Public Works & Engineering	Firefighting	Emergency Management	Mass Care, Sheltering, & Human Services	Logistics Management and Resource Support	Public Health & Medical Services	Search & Rescue	Oil and Hazardous Materials Response	Agriculture & Natural Resources	Energy	Public Safety & Security	Cross - Sector Business & Infrastructure	Public Information & External Communication
West Park Fire Department				P*	S			S	S		S				
Xcel Energy			S	S	S					S		S		S	S

P = Primary Responsible for ESF Management

P* = Primary in Affected Area

S = Responsible for Supporting Primary

Appendix 12, Pueblo Police Department – NIMS Policies

Emergency Operations Plan

201.1 PURPOSE AND SCOPE

In compliance with the State of Colorado Emergency Operations Plan, the City has prepared or adopted an Emergency Operations Plan (CRS § 24-33.5-707). This plan provides guidance and is to be used by all work groups and employees in the event of a major disaster, civil disturbance, mass arrest or other emergency event. The plan provides for a strategic response by all employees and assigns specific responsibilities in the event the plan is activated.

201.1.1 DEFINITIONS

Definitions related to this policy include:

Emergency Operations Plan – A combination of the Pueblo County, Colorado Emergency Operations Plan, the Pueblo Police Department Emergency Operations Plan and miscellaneous policies in the Policy Manual.

201.2 ACTIVATING THE EMERGENCY OPERATIONS PLAN

The Emergency Operations Plan can be activated in a number of ways. For the Police Department, the Chief of Police or the highest ranking official on-duty may activate the Emergency Operations Plan in response to a major emergency.

201.2.1 RECALL OF PERSONNEL

In the event that the Emergency Operations Plan is activated, all employees of the Pueblo Police Department are subject to immediate recall. Employees may also be subject to recall during extraordinary circumstances as deemed necessary by the Chief of Police or the authorized designee.

Failure to promptly respond to an order to report for duty may result in discipline.

201.3 LOCATION OF THE EMERGENCY OPERATIONS PLAN

The Emergency Operations Plan will be maintained on the Department Intranet site. All supervisors should familiarize themselves with the Emergency Operations Plan and the roles personnel will play when the plan is implemented.

The State of Colorado Emergency Operations Plan and additional regional information can be found on the Colorado Department of Local Affairs, Division of Emergency Management website.

201.4 PLAN ADMINISTRATION

The Chief of Police or the authorized designee shall be responsible for the overall planning of the Department's participation in the Pueblo County, Colorado Emergency Operations Plan. As the Department's principal planner and advisor on critical incidents to the Chief of Police, the Tactical Commander will be responsible for planning the Department's response to critical incidents.

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201.4.1 UPDATING THE PLAN

The Tactical Commander shall review and update, if necessary, the Emergency Operations Plan at least once every two years to ensure it conforms to any revisions made by the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS), and that any needed revisions are appropriately addressed. Revisions to the Pueblo County, Colorado Emergency Operations Plan must be coordinated through and made by the Pueblo County Sheriff's Office.

201.4.2 PLAN REVIEW

At least once every two years, the Department should conduct a review of the Emergency Operations Plan and responses, incorporating a full or partial exercise, tabletop or command staff discussion.

201.5 TRAINING

Documented annual training on the Emergency Operations Plan shall be conducted for all affected department personnel.

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Mutual Aid and Outside Agency Assistance

326.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to officers in the request of or answering the request for assistance from another law enforcement agency.

It is the policy of this department to provide assistance whenever reasonably possible. Assistance shall be consistent with the applicable laws and policies of this department when another law enforcement agency requests assistance with an arrest or detention of any person. This department may also request an outside agency to provide assistance (CRS § 29-5-104).

The Department may at the discretion of the Chief of Police establish an agreement for reciprocal law enforcement with another agency, including those of neighboring states, provided those agreements meet statutory requirements pursuant to CRS § 29-1-206. All mutual aid agreements must be approved as to form by the City Attorney and approved by City Council by ordinance. An agreement may include:

(a) Assisting other peace officers in the line of their duties and within the course of their employment.

(b) Exchanging Department peace officers with peace officers of another agency on a temporary basis.

326.2 ASSISTING OUTSIDE AGENCIES

Generally, calls for assistance from other agencies are received via radio transmission and are routed to the Watch Commander's office or an on-duty supervisor for approval. Any such response to assist an outside agency should be considered for authorization pursuant to law or an established mutual aid plan (see generally CRS § 33.5-713).

When an authorized employee of an outside agency requests the assistance of this department in taking a person into custody, available officers shall respond and assist in making a lawful arrest. If an officer receives a request in the field for assistance, that officer shall notify a supervisor. Arrestees may be temporarily detained by this department until arrangements for transportation are made by the outside agency. Only in exceptional circumstances will this department provide transportation of arrestees to another agency's facilities.

When such assistance is rendered, a case number will be issued to report action taken by Pueblo Police Department personnel.

326.3 REQUESTING ASSISTANCE FROM OUTSIDE AGENCIES

If assistance is needed from another agency, the employee requesting assistance shall first notify a supervisor of his/her intentions. The handling officer or supervisor should direct assisting personnel to where they are needed and to whom they should report when they arrive.

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The requesting officer should secure radio frequencies for use by all involved agencies so that communication can be coordinated as needed. If necessary, reasonable effort should be taken to provide radio equipment capable of communicating on the assigned frequency to any personnel who do not have compatible radios.

A resource to consider for obtaining mutual aid assistance could include the State of Colorado All Hazards Emergency Resource Mobilization Annex available from the Colorado Division of Homeland Security and Emergency Management.

326.4 HAZARDOUS MATERIAL EMERGENCIES MUTUAL AID

The Incident Commander, in cooperation with other agencies, is charged with making an immediate appraisal of the situation and its potential. Responders should:

- Establish scene management.
- Detect the presence of hazardous materials.
- Begin identification of hazardous materials.
- Begin evacuation or direct in-place sheltering.
- Consider personal protection/decontamination.
- Isolate the incident and identify zones of activity.
- Contain the incident without risking exposure.
- Perform fire fighting, rescue, emergency medical and other critical life-saving response activities in accordance with the Pueblo County Emergency Operations Plan.
- Contact the local Colorado state dispatch and request support if it occurs on any federal, state or county highway located outside of municipal city limits.
- Seek additional resources if the event exceeds, or is expected to exceed, the capability of local resources, including mutual aid and state or federal assistance. When requesting local, state or federal assistance, this Department should clarify if it is requesting assistance only or complete scene management.

326.5 MANDATORY SHARING

Equipment and supplies purchased with federal funds or grants with contingent sharing requirements should be documented and updated as necessary by the Services Bureau Chief or his/her designee. The conditions relative to sharing, the training requirements connected to the use of the supplies and equipment, and those trained in the use of the supplies and equipment should be included in the documentation. Copies of the list should be provided to the Communications Center and captains to ensure proper use in compliance with agreements.

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Major Incident Notification

328.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to members of this department in determining when, how and to whom notification of major incidents should be made.

328.2 POLICY

The Pueblo Police Department recognizes that certain incidents should be brought to the attention of supervisors or other specified personnel of this department to facilitate the coordination of activities and ensure that inquiries from the media and the public may be properly addressed.

328.3 MINIMUM CRITERIA FOR NOTIFICATION

Most situations where the media show a strong interest are also of interest to the Chief of Police, the affected Bureau Chief and the balance of the command staff. The following list of incident types is provided as a guide for notification and is not intended to be all-inclusive:

- Homicides
- Missing children or endangered missing adults
- Traffic collisions with fatalities or severe injuries
- Officer-involved shooting, whether on- or off-duty (See Officer Involved Shootings and Deaths Policy for special notification)
- Significant injury or death to an employee, whether on- or off-duty
- Death of a prominent Pueblo official
- Arrest of Department employee or prominent Pueblo official
- Aircraft, train, boat or other transportation crashes with major damage and/or injury or death
- In-custody deaths
- Crimes of unusual violence or circumstances that may include hostages, barricaded persons, home invasions, armed robbery or sexual assaults
- CAD, radio, network, facility system or utility failures and incidents that may affect staffing or pose a threat to basic police services
- Incidents where there may be a question as to the Department's liability
- Any other incident, which has or is likely to attract significant media attention or heightened community interest

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328.4 WATCH COMMANDER RESPONSIBILITIES

The Watch Commander is responsible for initiating notifications via the Communications Center as soon as practicable and ensuring the appropriate notifications are made. Such notifications should be made by using the notification protocol maintained in the Communications Center.

When the Watch Commander makes personal notifications to the command staff and other affected individuals, he/she should make reasonable attempts to obtain as much information on the incident as possible before making such notifications.

328.4.1 STAFF NOTIFICATION

In the event an incident occurs as identified in the Minimum Criteria for Notification above, the Chief of Police shall be notified along with the affected Bureau Chief and the Criminal Investigation Division Captain if that division is providing assistance.

328.4.2 DETECTIVE NOTIFICATION

If the incident requires that an officer or investigator respond from home, the immediate supervisor of the appropriate detail shall be contacted.

328.4.3 TRAFFIC OFFICER NOTIFICATION

In the event of a traffic fatality or major injury, the Traffic Sergeant shall be notified. The Traffic Sergeant will determine the number of investigators needed and inform the dispatcher of such. The dispatcher will then contact the appropriate investigator(s) according to the established call-out list. Upon making those contacts, the dispatcher will call the Traffic Sergeant and inform him/her of the results of the call-out.

328.4.4 HIGHEST RANKING OFFICER ON SCENE

After members of the command staff have been notified, the Highest Ranking Officer On Scene should be called if it appears the media may have a significant interest in the incident.

328.4.5 PUBLIC INFORMATION OFFICER NOTIFICATION

The Public Information Officer (PIO) shall be notified of any and all events that occur, as identified in the Minimum Criteria for Notification above, without delay.

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Incident Command System

346.1 PURPOSE AND SCOPE

In the event of any critical incident, man-made or natural disaster, or other emergency situation for which the Pueblo Police Department has not developed specific emergency operations plans, or during responses to incidents in which use of the Incident Command System is federally mandated, the Pueblo Police Department shall implement the Incident Command System, in compliance with the National Incident Management System (NIMS), to aid in the safeguarding of life and property by making maximum use of available manpower and resources, either public or private.

346.2 INCIDENT COMMAND SYSTEM POLICY

The Incident Command System has been adopted by a variety of emergency service organizations at the Federal, State, and local levels nationally, and federal law requires that the Incident Command System be used in managing specific types of incidents, such as hazardous material emergencies. The Incident Command System, as established by NIMS, is the foundation for all-risk emergency planning and response, and provides for common elements in organization, terminology, and procedures. The Incident Command System includes the following concepts, principles, and structures:

(a) Unity of command

(b) Modular organization

(c) Consolidated action plan

(d) Common terminology

(e) Unified command

(f) Effective span of control

(g) Designated incident facilities

346.3 USE OF THE INCIDENT COMMAND SYSTEM

Federal law requires the use of the Incident Command System for response to hazardous material (HazMat) incidents and as part of the National Incident Management System (NIMS). Any other large-scale incident that requires the coordination of different agencies and resources under a formalized management structure shall necessitate the use of the Incident Command System. Unless otherwise mandated by the Federal Government, the Pueblo Police Department may implement the Incident Command System in the following situations:

(a) HazMat incidents

(b) Planned events

(c) Natural and man-made disasters

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(d) Single and multi-agency law enforcement incidents

(e) Fires

(f) Mass causalities

(g) VIP protection

(h) Explosives removal

(i) Methamphetamine lab response

(j) Civil disorders

(k) Civil Defense emergencies

346.4 INCIDENT COMMAND SYSTEM PROCEDURES

The Incident Command System structure develops from the "first in unit" at any incident and is based on the incident's management needs. In small-scale incidents, all of the components may be managed by one person, the Incident Commander.

There are five functional elements of incident command: command, operations, logistics, planning and finance/administration. A sixth area, intelligence, may be established if required.

The command function is always established. The Incident Commander's initial tasks are to:

(a) Size up the incident

(b) Identify contingencies

(c) Determine response objectives

(d) Identify needed resources

(e) Build a plan and organizational structure

(f) Take action

The specific Incident Command System organizational structure for any incident is based on the incident's management needs. A modular organization can expand or contract, depending on the magnitude of the incident or operational necessity.

The Command Post is the location from which all incident operations are directed. There is only one command post. The command post is the location from which direction, control, coordination, and resource management are exerted over the incident. Unless the circumstances of the incident make it impractical to house all of these persons in a single location (which would therefore necessitate separate areas clearly designated for the specific purpose), the command post ideally houses the following:

(a) Incident Commander

(b) Planning Function

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(c) Communications

(d) All agency representatives

Functional elements of the Incident Command System:

(a) Incident Commander

(b) Information

(c) Safety

(d) Liaison

(e) Operations

(f) Planning

(g) Logistics

(h) Finance/Administration

Unity of Command - The Incident Command System establishes lines of supervisory authority and formal reporting relationships. There is complete unity of command as each position and person within the system has a designated supervisor. Direction and supervision follow established organizational lines at all times.

Unified Command - Unified command is shared responsibility for overall incident management as a result of a multi-jurisdictional or multi-agency/single jurisdictional incident. In the event of conflicting priorities or goals, or where resources are scarce, there must be a clear line of authority for decision-making. Individuals representing involved agencies or jurisdictions share command responsibility.

Written action plans may be required when:

(a) Resources from multiple agencies are used.

(b) Several jurisdictions are involved.

(c) Personnel and/or equipment are changed.

(d) In prolonged incidents, it may be necessary to develop action plans covering specific operational periods.

Span of Control - Span of Control is defined as the number of subordinates one supervisor can manage effectively. Guidelines for the desirable span of control recommend from three to seven persons. The optimum number of subordinates is five per supervisor.

Procedures for operation of the Incident Command System shall be based upon the National Incident Management System, U.S. Department of Homeland Security. An electronic copy of the National Incident Management System will be maintained on the Pueblo Police Department Intranet site for reference by department members.

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346.5 INCIDENT COMMAND SYSTEM TRAINING

Incident Command System training shall be provided in the Pueblo Police Department Law Enforcement Academy and in annual in-service training sessions. The Department will participate with other agencies in annual, multi-agency exercises. All such training shall be documented.

346.6 INCIDENT COMMAND SYSTEM EVALUATION

Any incidents that require more than normally scheduled resources, or that require the activation of the SWAT or HazMat teams, or that require written advance plans shall have after-action reports.

The Operations Bureau Chief shall document an analysis of incidents and training effectiveness every three years, at a minimum.

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Glossary & Acronyms

Activation: The process of by which a facility is brought up to emergency mode from a normal mode of operation and is usable for emergency response operations.

Agency: A division of government with a specific function offering a kind of assistance. In ICS agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative: A person assigned by a primary, assisting, or cooperating federal, state, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Agency Spokesperson: An emergency response staff member with the responsibility for delivering public information regarding his/her own agency.

Amateur Radio Emergency Services (ARES): A group of volunteer amateur radio operators who support state and local governments with amateur radio transmission support during times of emergencies.

American Red Cross (ARC): A volunteer organization that works closely with government at all levels in planning for and helping disaster victims. The ARC operates under a Congressional charter. All its disaster assistance is based on verified disaster-caused need and is an outright grant from donations from the American people.

Area Command (Unified Area Command): An organization established to (1) oversee the management of multiple incidents which are each being handled by an ICS organization, or (2) oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met, and strategies followed. Area Command becomes a Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an EOC facility, or a location other than an Incident Command post.

Assessment: The evaluation and interpretation of measurements, data, and other information to provide a basis for decision-making.

Assignments: Tasks given to resources to perform within given operational periods that are based on operational objectives defined in the IAP.

Assistant: Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

Assisting Agency: Any agency or organization providing personnel, services, or other resources to the primary agency directly responsible for incident management; see also Supporting Agency.

Audio-Visual Support Unit: These personnel aid in the form of research, document and image creation and video production. This unit is responsible for producing written, sound and visual materials to help in the dissemination of critical information through the JIC.

BH Treatment: Professional conducted assessment, therapies, and treatment that are provided to persons who usually qualify for or already have a BH diagnosis.

Bioterrorism: A deliberate attack on humans, animals, or plants using a contagious or poisonous agent.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section.

Casualty: A person killed or injured and needing treatment as a result of a human-caused or natural disaster.

Catastrophic Incident: Any natural or human-caused incident to include terrorism which results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale or government functions. A catastrophic event could result in sustained impacts over a prolonged period; almost immediately exceeds resources normally available to local, state, tribal, and private sector authorities, and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic incidents are incidents of national significance.

Chain of Command: A series of command, control, executive, or management positions in the hierarchical order of an authority.

Check-In: The process through which resources first report to an incident. Check-in locations include the Incident Command Post, Resources Unit, Incident Base, camps, staging areas, or directly on the site.

Chemical Stockpile Emergency Preparedness Program (CSEPP): A program to improve the emergency response capabilities of communities that surround US Army chemical weapon stockpiles.

Chief: The Incident Command System title for individuals responsible for the management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

Civil Air Patrol (CAP): An auxiliary of the U.S. Air Force that has volunteers to conduct various emergency services missions. These missions are mainly the use of light aircraft in SAR, Civil Defense (CD), and disaster relief operations.

Colorado Crime Information Center (CCIC): The computer system with terminals in most law enforcement and communications agencies in Colorado as well as the State EOC. It is used primarily for law enforcement functions, but a secondary use is as part of the warning and communications system for emergencies or disasters. It is connected to the National Crime Information Center (NCIC).

Colorado Information Analysis Center (CIAC): Located within the Colorado Department of Public Safety. The mission of the Colorado Information Analysis Center is to provide an integrated, multi-disciplined, information sharing network to collect, analyze, and disseminate information to stakeholders promptly in order to protect the community members and the critical infrastructure of Colorado.

Colorado Voluntary Organizations Active in Disaster (COVOAD): A group of organizations providing voluntary assistance following an emergency or disaster.

Command: The act of directing, ordering, or controlling, by the direction of explicit statutory, regulatory, or delegated authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required who report directly to the Incident Commander. They may have an assistant or assistants as needed.

Community Relations Unit: These personnel work with various Special Interest Groups in the community.

Continuity of Government (COG): All measures that may be taken to assure the continuity of essential functions of governments during, or after an emergency or disaster.

Continuity of Operations Plan (COOP): All measures that may be taken to ensure the continuity of essential functions of governments during or after an emergency or disaster.

Cooperating Agency: Any agency which supplies assistance other than the direct operational support functions or resources, to the incident management effort during an emergency.

Coordinate: To advance systematically an analysis and exchange of information among principals who have or may need to know of certain information to carry out specific incident management responsibilities.

Crisis Counseling: A short-term intervention with individuals and groups experiencing psychological reactions to a major disaster and its aftermath. Crisis counseling assists people in understanding their current situation and reactions, reviewing their options, addressing their survival. It is assumed that, unless there are contrary indications, the disaster survivor is capable of resuming a productive and fulfilling life following the disaster experience if given support, assistance, and information in a manner appropriate to the person's experience, education, developmental stage, and ethnicity. Crisis counseling does not include treatments or medication for people with severe and persistent mental illnesses, substance abuse problems, or developmental disabilities.

Crisis Counseling Team: A team of paraprofessionals, including one or more BH professionals, who provide BH triage, psychological first aid, and assessment to survivors immediately after a natural or human-caused disaster.

Critical Incident Stress Debriefing (CISD): This technique is provided to survivors or relief workers within 48 hours of the disaster event. CISD has three goals: 1) To reduce to prevent Post Traumatic Stress Disorder (PTSD) by helping victims tell their story, unload their emotions and access their coping skills, 2) To offer support with the healing process; and 3) To reduce costs to the employer for lost productivity and health and human costs due to untreated trauma. Only individuals trained specifically in CISD should perform this process. This specialized technique is not crisis counseling.

Critical Incident Stress Management (CISM): An integrated system of interventions designed to prevent and mitigate the adverse psychological reactions that so often accompany emergency services, public safety, and disaster response functions.

Damage Assessment: The appraisal, determination, and assessment of the actual or damaging effects on an area resulting from a natural disaster, technological, or terrorist incidents.

Damage Survey Report (DSR): A comprehensive engineering report prepared by a local, state, or federal team which outlines the scope of work and estimated cost of repairs at each site of damage which has occurred as a result of the disaster.

Deactivation: The process of returning a facility to normal operations after an activation to emergency mode in support of emergency response operations.

Debriefing: A formal meeting between a trained individual and a disaster/crisis responder or a disaster/crisis survivor, generally conducted within 72 hours of exposure to the disaster/crisis. The purpose of the meeting is to allow the person who was exposed to a disaster/crisis to communicate his/her cognitive and emotional reactions to the highly stressful event to a clinician who will provide therapeutic assistance to that person in the recovery process.

Deputy: A fully qualified individual who in the absence of a superior can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and therefore must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Disaster: An occurrence of a severity and magnitude that normally results in deaths, injuries, and property damage and that cannot be managed through the routine procedures and resources of government and private sector organizations to meet human needs and speed recovery.

Dispatch: The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Emergency: As defined by the Stafford Act, an emergency is "any other occasion or instance for which the President determines that federal assistance is needed to supplement State, local, and tribal efforts to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States." The local definition of emergency also includes the federally defined major disasters and disasters.

Emergency Management Accreditation Program (EMAP): EMAP is an independent non-profit organization, fosters excellence and accountability in emergency management programs, by establishing credible standards applied in a peer review accreditation process.

Emergency Alert System (EAS): The replacement system for the Emergency Broadcast System (EBS). This system, which is based on the same structure as EBS, allows local government representatives to put out local warnings and alerts from and for their geographic areas. The EAS also allows alerts and warnings to be broadcasted even if the participating radio station is unstaffed after certain hours.

EM System: The organized analysis, planning, decision-making, and assigning and coordinating of available resources, to prepare for, responding to, or recovering from major community-wide emergencies and disasters.

Emergency Medical Services (EMS): Local medical response teams, usually rescue squads or local ambulance services that provide medical services during a disaster.

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., federal, state, regional, county, city, tribal), or some combination thereof.

EOP: An all-hazards plan that each jurisdiction has and maintains for responding to appropriate hazards. The document specifies actions to be taken in the event of an emergency or disaster event; identifies authorities, relationships, and the actions to be taken by whom, what, when, and where, based on predetermined assumptions, objectives, and existing capabilities. Existing plans should be reviewed and modified as necessary to ensure their applicability to all hazards that pose a potential threat to the jurisdiction.

Emergency Public Information (EPI): Information, which is disseminated primarily, but not unconditionally, at the actual time of an emergency and in addition to providing information as such, of an emergency and in addition to providing information as such, frequently directs actions, instructs, and transmits direct orders.

Emergency Support Functions (ESF): Common types of emergency assistance that are likely to be requested from the state. These common types of assistance have been grouped functionally into 15 areas. State departments have been assigned responsibilities for implementing these functions. Assignments are made based upon the department's statutory, programmatic or regulatory authorities and responsibilities.

Essential Services Personnel: Positions providing service that must be maintained regardless of the emergency/disaster situation to ensure quality care. These positions include direct care in 24hour, 7-days-a-week programs such as residential services, emergency services, and medication delivery to clients, medical personnel, and maintenance/transportation personnel.

Evacuation: Organized, phased and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Evacuees: All persons moved or moving from disaster areas.

Event: A planned, non-emergency activity.

Executive Order: A rule or order having the force of law, issued by an executive authority of a government.

Exercise: A practice/simulated response to a natural or technological disaster involving planning, preparation, and execution. It is carried out for training or evaluation. Exercises can be described as seminars, workshops, tabletops, games, drills, functional exercises, and full-scale exercises.

Federal: Consisting of or pertaining to the Federal Government of the United States of America.

Federal Emergency Management Agency (FEMA): The federal agency responsible for the U.S. government's portion of the comprehensive emergency management program. It consists of a national office in Washington, D.C. and ten regional offices, one of which (Region VIII) is in the Denver Federal Center in Lakewood, Colorado.

Federally Declared Disasters: There are varying levels of the disaster declaration. Federally declared disasters represent the highest level and can be established only by a formal declaration of the President of the United States. An event, real or perceived, receives Federal declaration when it is deemed to threaten the well-being of citizens, overwhelm the local and state ability to respond and/or recover, or affect federally owned property or interests.

Field Information Group (FIG): Personnel who provide all important, face-to-face contact with the public, Special Interest Groups, political leaders and other VIPs and provides interviews and other assistance to the media at high-profile sites in the field. This group is located away from the JIC close to the accident site.

Floodplain: The lowland and relatively flat areas adjoining inland and coastal waters including at a minimum, that area subject to a one percent or greater chance of flooding in any given year.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved (i.e., the planning function). A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section (See Division).

Hazard: Something potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazardous Materials (HAZMAT): Any element, compound, or combination thereof, which is flammable, corrosive, detonable, toxic, radioactive, an oxidizer, an etiologic agent, or highly reactive; and which, because of handling, storing, processing, or packaging, may have detrimental effects upon operating and emergency personnel, the public, equipment and/or the environment.

Homeland Security Presidential Directives (HSPD): Presidential directive, or executive action, is a written or oral instruction or declaration issued by the President of the United States to the Department of Homeland Security.

Immediate Response (DoD): Imminently serious conditions resulting from any civil emergency may require immediate action to save lives, prevent human suffering, or mitigate property damage. When such conditions exist and time does not permit approval from higher headquarters, local military commanders and responsible officials from DOD components and agencies are authorized to take necessary action to respond to requests from civil authorities. This response must be consistent with the Posse Comitatus Act (18U.S.C. § 1385), which generally prohibits Federal military personnel and Federalized National Guard personnel from acting in a law enforcement capacity (e.g., search, seizures, arrests) within the United States, except where expressly authorized by the Constitution or Congress.

Immediate Services Program (ISP): A grant award, from FEMA/CMHS to a state, to provide crisis counseling to survivors of a disaster within 60 days following the disaster occurrence.

Incident: An occurrence or event, natural or human-caused, which requires an emergency response to protect life or property. Incidents can include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): A written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for the management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene Incident Command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command or Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and applies to small, as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Individual Assistance (IA) Program: Supplementary Federal assistance provided pursuant to a Presidential Declaration of emergency or major disaster under the Stafford Act to individuals and families adversely affected. Such assistance may be provided directly by the Federal Government or through State or local governments or disaster relief organizations.

Information Analysis Unit: Personnel who are responsible for coordination and analysis of informational input from monitoring media coverage, the telephone unit, Field Information Group and other sources.

Information Gathering and Production Group: This group must gather, analyze and prioritize information to be released. It is responsible for research and development of all written, print, photographic, audio, video and web-based material used in the JIS/JIC.

Initial Action: The actions taken by those responders first to arrive at an incident site.

Initial Response: Resources initially committed to an incident.

Intelligence Officer: The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-

controlled information) is handled in a way that not only safeguards the information but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

Joint Information Center (JIC): In the event of disaster, threat, or emergency a facility is established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, state, or federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison: A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Disaster: A local disaster is any event, real or perceived, which threatens the wellbeing of citizens in one municipality. A local disaster is manageable by local officials without a need for outside resources.

Local EOP (LEOP): The local (jurisdictional) level plan for actions to be taken by the government and community members when disaster threatens or strikes. It consists of the assignment of responsibilities to agencies, coordinating instructions, staffing, essential facilities, and general operations common to most major emergencies.

Local Government: The elected officials of each political subdivision (counties and municipalities) have responsibility for reducing the vulnerability of people and property to the effects of emergencies. They should ensure that local government agencies are capable of efficient and responsive mobilization of resources in order to protect lives, minimize property loss, and expedite recovery efforts during an emergency or disaster. They should ensure that an emergency management office serves the jurisdiction. The local EOP should be prepared based upon valid hazards and risk analysis.

Local Warning Point: The facility in a city, town, or community which receives warnings over the National Warning System (NAWAS) and activates the public warning system in its area of responsibility.

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, and material support for the incident.

Major Disaster: As defined under the Disaster Relief Act of 1974 (Public Law 93-288), a major disaster is any natural catastrophe, (including any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act, that serves to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mass Care: Mass care consists of activities to provide shelter, feeding, first aid, and distribution of relief supplies to disaster survivors, following a natural disaster or another event.

Media Briefing Unit: These personnel are responsible for preparing and conducting regular news briefings/conferences. This unit reports to the Information Dissemination Group.

Memorandum of Agreement (MOU): A cooperative agreement between two or more parties, documenting the details of the collaboration, but different from a memorandum of understanding, the agreement is more likely to impose obligations on those involved.

Memorandum of Understanding (MOU): A document that is negotiated between organizations or legal jurisdictions, for mutual aid and assistance in times of need. A MOU usually contains information on organizational structure and responsibility, assigned or delegated authority, financial considerations, liability, and commercial considerations.

Mitigate: To lessen in force or intensity.

Mitigation: Is a mission area that includes activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented before, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations (federal, state, local, and tribal) for activating, assembling and transporting all resources that have been requested to respond to or support an incident.

Multi-Agency Coordination Entity: A multi-agency coordination entity functions within a broader multi-agency coordination system. It may establish the priorities among incidents and associated resource allocations, deconflict agency policies, and provide strategic guidance and direction to support incident management activities.

Multi-Agency Coordination (MAC) Group: The Multi-Agency Coordination (also known as MAC) Group is responsible for cooperative multi-agency decisions. The MAC group comprises elected and public safety senior officials and decision-makers, and high-level subject-matter experts who contribute to the management of incidents.

Multi-Agency Coordination Systems: Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-agency Coordination Systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to integrate the subsystems of the NIMS fully.

Multi-Jurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under a Unified Command.

Mutual-Aid Agreement (MAA): Written agreement between agencies or jurisdictions stating they will assist one another on request, by furnishing personnel, equipment or expertise in a specified manner. These can include memorandums of understanding and inter-governmental agreements.

National: Of a nationwide character, including the federal, state, local, and tribal aspects of governance and polity.

National Disaster Medical System (NDMS): A cooperative, asset-sharing partnership between the U.S. Department of Health and Human Services, the U.S. Department of Veterans Affairs, the U.S. Department of Homeland Security and the U.S. Department of Defense. NDMS provides resources for meeting the continuity of care and BH services requirements of the Emergency Support Function 8 in the National Response Framework.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent nationwide approach for federal, state, local, and tribal governments; the private sector and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among federal, state, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; Multi-agency Coordination Systems; training; identification and management of resources, including systems for classifying types of resources; qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Framework (NRF): A plan mandated by HSPD-5 that integrates federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

National Warning System (NAWAS): A communication system by the Federal Government to provide a warning to the population of an attack or another national emergency. Reception is at local and state warning points.

National Weather Services (NWS): A federal government agency charged with weather-related reporting and projections.

Nongovernmental Organization (NGO): An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government but may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the ARC.

One-Hundred Year (100-Year) Floodplain: The land area adjoining a river, stream, lake or ocean which is inundated by the 100-year flood, also referred to as a flood having a 1 percent chance of occurring in any given year. The 100-year flood is the regulatory (base) flood under the National Flood Insurance Program.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it

normally includes subordinate branches, divisions or groups.

Outreach: A method for delivering crisis-counseling services to disaster survivors and victims. It consists primarily of face-to-face contact with survivors in their natural environments in order to provide disaster-related crisis counseling services.

Paraprofessional: People who have strong intuitive skills about people and how to relate to others. They possess good judgment, common sense, and are good listeners. Paraprofessionals may or may not be indigenous workers. Paraprofessionals will do outreach, counseling, education, provide information and referral services, and work with individuals, families, and groups.

Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Meeting: A meeting held as needed before and throughout an incident to select specific strategies and tactics for incident control operations and service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

Planning Section: This section is responsible for the collection, evaluation, and dissemination of operational information, related to the incident and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and the status of resources assigned to the incident.

Post-Traumatic Stress Disorder (PTSD): An acute or chronic disorder stemming from the neurological and psychological effects of exposure to traumatic experiences. Common symptoms of chronic PTSD include anxiety, depression, hypervigilance, anger, substance abuse, and rapid production of high amounts of adrenaline in response to ordinary stimuli.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.
Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training, and exercises, personnel qualification and certification, equipment certification, and publication management.

Preparedness Organizations: The groups that provide interagency coordination for domestic

incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, and response or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

Prevention: Is a mission area that includes actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO).

Processes: Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering, and tracking, and coordination.

Protection: A mission area that includes the ability to protect critical infrastructure and key resources and is vital to the national security, public health and safety, economic vitality, and way of life of the United States. It preserves life and property during a natural disaster or terrorist attacks. Protection safeguards citizens and their freedoms, critical infrastructure, property and the economy from acts of terrorism, natural disasters, or other emergencies.

Psychological First Aid: A technique used to stabilize immediate crisis-related needs. (2005; National Child Traumatic Stress network; a national Center for PTSD: Psychological First Aid: A Field Operations Guide).

Public Affairs Liaison (PAL): Consists of one or more people assigned to the EOC(s), ICP(s) or other directly involved entities including hospitals, schools, etc., with the task of gathering information from all sources in those locations and sending relevant public information back to the Information Gathering and Production group.

Public Affairs Officer (PAO): The Army installation person responsible for public affairs. The PAO is the installation counterpart to the off-post Public Information Officer.

Public Assistance (PA) Program: Provides supplemental grants to state, tribal, territorial, and local governments, and certain types of private non-profits so that communities can quickly respond to and recover from major disasters or emergencies.

Public Information Officer (PIO): A member of the Command Staff responsible for interfacing with the public and media or with other agencies that have incident-related information requirements.

Public Warning: Timely and effective public warnings can save lives, reduce property losses and speed economic recovery. Public warning empowers citizens by providing them with the information they need during times of emergency to make informed decisions. A truly effective public warning capability will reach those at risk regardless of their location, the time of day or night or any disabilities or special needs.

Public Warning System: An effective all-hazard public warning system is one that provides the ability for government authorities to communicate with citizens prior to, through and after the emergency event. In addition to alerting citizens, an effective public warning system provides information on how to prevent and protect against disasters, and information to assist in recovery efforts.

Publications Management: The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials are managed through this subsystem. Consistent documentation is critical to success because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

Qualification and Certification: This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, and experience, along with physical and medical fitness.

Radio Amateur Civil Emergency Services (RACES): Volunteer amateur radio operators who support state and local governments with amateur radio transmission support during times of emergencies.

Radiological Defense (RADEF): The organized effort, through warning, detection, and preventative and remedial measures, to minimize the effect of nuclear radiation on people and resources.

Rapid Response Unit: Personnel who respond to media questions and requests for news and

photo opportunities; fact sheets, news releases and other materials; tours and interviews and film, tape, photographs or other visual material.

Reception Area: This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of supplies and equipment, feeding, and bed down.

Recovery: Is a mission area that includes development, coordination, and execution of services and site restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a state, local or tribal jurisdiction, with assistance from the responding to Federal agencies, to restore the affected area.

Regular Services Grant (RSG): A grant award from FEMA/CMHS to a state, to provide crisis counseling to survivors of a disaster within nine months following the termination of an Immediate Services Project. BH Services recommends this element be developed within the overall pandemic preparedness plan.

Research and Writing Unit: Personnel who are responsible for developing written material on assigned topics; may include research or aggressive gathering of information from multiple sources.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or an EOC.

Resources Unit: Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident and anticipated resource needs.

Response: Is a mission area that includes activities that address the short-term, direct effects of an incident. The response includes immediate actions to save lives, protect property, and meet basic human needs. The response also includes the execution of EOPs and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Safety Officer: A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Search and Rescue (SAR): An organized team whose mission is to locate and remove a person(s) reported as missing or trapped.

Section: The organizational level having responsibility for a major functional area of incident management, (e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence) if established. The section is organizationally situated between the branch and the Incident Command.

Span of Control: The number of individuals a supervisor is responsible for-usually expressed as the ratio of supervisors to individuals, (Under the NIMS, an appropriate span of control is between 1:3 and 1:7).

Special Needs Population: In a disaster, those people who are more vulnerable to physical or emotional harm than most people. They may be physically or emotionally disabled or isolated from the community as a whole.

Staging Area: Location established where resources could be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

Standard Operating Guidelines (SOG): A set of instructions or guidelines covering steps or features of operations to promote effective actions.

Standard Operating Procedures (SOP): A set of instructions having the force of a directive, covering those features of operations, which lend themselves to a definite or standardized procedure without loss of effectiveness.

State: For this Plan when "the State" is referenced, it refers to the State of Colorado (Federal definition): "Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States." See Section 6, U.S.C. 101(14),

Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

State Declared Disasters: A state declared disaster is any event, real or perceived, which threatens the well-being of citizens in multiple cities, counties, regions and/or overwhelms a local jurisdiction's ability to respond or affects a state-owned property or interest.

State Emergency Operations Center (SEOC): The facility located in the city of Centennial, Colorado from which state emergency/disaster operations are coordinated.

State EOP (SEOP): The State level plan for actions to be taken by the government and community members when disaster threatens or strikes. It consists of the assignment of responsibilities to state agencies, coordinating instructions, staffing, essential facilities, and general operations common to most major emergencies.

State of Colorado Division of Homeland Security and Emergency Management (CO-DHSEM): The agency in the Division of Homeland Security and Emergency Management responsible for emergency management programs in the State of Colorado. It is in Centennial, Colorado.

State Warning Point: Same as "Warning Point," with the additional responsibility of supervising and controlling that part of NAWAS within the State.

Strategic: Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strategy: The general direction selected to accomplish incident objectives set by the IC.

Strike Team: Is a set number of resources of the same kind and type that have an established minimum number of personnel.

Substance Abuse Treatment: Professionally conducted assessment, therapies, and treatment provided to people who suffer from substance use disorders (e.g., substance dependence or substance abuse). Throughout this document, the term "behavioral health" is inclusive of behavioral health treatment and substance abuse treatment.

Supporting Agency: Any agency which lends its resources, support, supplies, or capabilities to the primary agency in response to an emergency affecting another municipality.

Supporting Technologies: Any technology which may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

Technical Assistance: Support provided to state, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

Telephone Unit: Personnel who are part of the Information Dissemination Group. They answer calls and respond to questions from the public and the media.

The Salvation Army: The Salvation Army has responded to numerous natural disasters, transportation accidents, civil unrest situations and terrorist attacks. By providing beverages, meals, and emotional and spiritual care to first responders and survivors, The Salvation Army strives to bring hope and healing to people who find themselves in the midst of extremely difficult situations.

Threat: An indication of possible violence, harm, or danger.

Tools: Instruments and capabilities that allow for the professional performance of tasks such as, information systems, agreements, doctrine, capabilities, and legislative authorities.

Trauma: An experience of extreme fear, pain, or stress. Individual trauma is described as a blow to the psyche that breaks through one's defenses so suddenly and with such brutal force that one cannot react to it effectively. Collective trauma is described as a blow to the basic tissue of social life that damages the bonds attaching people and impairs the prevailing sense of community.

Triage: The screening and classification of sick, wounded, or injured persons to determine priority needs for the efficient use of medical and nursing personnel, equipment, and facilities.

Type: A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3 or 4, respectively, because of size, power, capacity or, in the case of incident management teams, experience and qualifications.

Unified Area Command: A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional (also see Area Command).

Unified Command: An application of Incident Command System used when there is more than one agency with incident jurisdiction. Agencies work together through their designated

Incident Commanders at a single Incident Command Post to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit: The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

Virtual JIS/JIC: Links all participants through technological means (secure or non-secure) when geographical restrictions, incident management requirements and other limitations preclude physical attendance by public affairs leadership at a central location.

Volunteer: According to Title 29 Code of Federal Regulation 553.101, An individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered, is considered to be a volunteer during such hours.

Weapons of Mass Destruction (WMD): The term "weapon of mass destruction" means: (a) any destructive device as defined in section 921 of title 18; (b) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals, or their precursors; (c) any weapon involving a biological agent, toxin, or vector as those terms are defined in Section 178 of Title 18; or (d) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

Web-net Unit: Personnel post approved information to community status board, appropriate websites, and social media pages.

ZULU Time: The mean solar time at the zero meridians of Greenwich, England, used as the basis for standard time throughout the world. Mountain Standard Time is usually Zulu minus 7 hours and during Daylight Savings Time – Zulu minus 6 hours.

Acronyms

Abbreviation	Definition
213RR	County 2133 Resource Request Form
ACOVA	A Community Organization for Victim Advocates
ADA	American Disabilities Act
ADP	Advanced Digital Privacy
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
ATV	All-Terrain Vehicle
BH	Behavioral Health
BHDRS	Behavioral Health Disaster Response System
CAC	Certified Addictions Counselor
CAI	Chemical Accident/Incident
CAIRA	Chemical Accident/incident Response and Assistance
CART	Community Animal Response Team
CBDR	Colorado Baptist Disaster Relief
CBRNE	Chemical, Biological, Radiological, Nuclear, or Explosive materials
CCIC	Colorado Crime Information Center
CDHS	Colorado Department of Human Services
CDA	Colorado Department of Agriculture
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
CDPS	Colorado Department of Public Safety
CEPA	Colorado Emergency Preparedness Assessment
CEPC	Colorado Emergency Planning Commission
CHD	County Health Departments
CHEMTREC	Chemical Transportation Emergency Center
CIAC	Colorado Information Analysis Center
CISD	Critical Incident Stress Debriefing
CISM	Critical Incident Stress Management
CMHIP	Colorado Mental Health Institute at Pueblo
CMHS	Center for Mental Health Services
CMIST	Communication, Medical, Independence, Supervision, Transportation
CO-DHSEM	Colorado Division of Homeland Security and Emergency Management
COG	Continuity of Government
COG	Collaborative Operations Group
COLT	Cell on Light Truck
CONG	Colorado National Guard

COOP	Continuity of Operations Plan
COVOAD	Colorado Volunteer Organizations Active in Disasters
COW	Cell on Wheels
CRS	Colorado Revised Statute
CSEPP	Chemical Stockpile Emergency Preparedness Program
CSP	Colorado State Patrol
CSRA	Colorado Search and Rescue Association
CST	Civil Support Team
CSU	Colorado State University
CVM	Colorado Volunteer Mobilizer
DAC	Disaster Assistance Center
DDSRD	Division Disaster State Relations Director
DERA	Designated Emergency Response Authorities
DFPC	Division of Fire Prevention and Control (Colorado)
DHS	Department of Human Services (Pueblo County)
DICO	Designated Infection Control Officer
DMORT	Disaster Mortuary Operational Response Team
DOD	Department of Defense
CDOLA	Colorado Department of Local Affairs
DPAA	Defense POW/MIA Accounting Agency
DSNAP	Disaster Supplemental Nutrition Assistance Program
DTRS	Digital Trunked Radio System
DWI	Disaster Welfare Information
EAS	Emergency Alert System
EBS	Emergency Broadcast System
EDGIS	Economic Development and Geographic Information Systems
EEI	Essential Elements of Information
EM	Emergency Management
EMAP	Emergency Management Accreditation Program
EMS	Emergency Medical Services
ENS	Emergency Notification System
EPI	Emergency Public Information
ESB	Emergency Services Bureau
ESC	Emergency Services Center
ESF	Emergency Support Function
FIG	Field Information Group
FIPS	Federal Information Processing Standard
FNS	Food and Nutrition Service
FOG	Field Operations Guide
GIS	Geographic Information Systems
HD	Help Desk

HSPD	Homeland Security Presidential Directives
HSPPR	Humane Society Pikes Peak Region
IA	Individual Assistance
IAW	In accordance with
IC	Incident Command or Commander
ICP	Incident Command Post
ICS	Incident Command System
ID	Identification
IGA	Intergovernmental Agreements
IMET	Incident Meteorologist
IMT	Incident Management Team
IRT	Incident Response Team
IRZ	Immediate Response Zone
IS	Independent Study
ISP	Immediate Services Program
ITS	Information Technology Services
ITS-CIRT	Information Technology Services – Cybersecurity Incident Response Team
ITS-NSS	Information Technology Services - Network Systems and Security
LEPC	Local Emergency Planning Committee
MAA	Mutual-Aid Agreement
MAC	Mutual Aid Channel / Multi-Agency Coordination
MCI	Multiple Casualty Incident
NAWAS	National Warning System
NCIC	National Crime Information Center
NCMEC	National Center for Missing and Exploited Children
NDMS	National Disaster Medical System
NIMS	National Incident Management System
NRF	National Response Framework
NDRF	National Disaster Recovery Framework
NGO	Non-Governmental Agencies
NHMP	Natural Hazard Mitigation Plan
NWS	National Weather Service
OBH	Office of Behavioral Health
OC	Operations Center
PAO	Public Affairs Officer
PAR	Protective Action Recommendation
PAZ	Protective Action Zone
PCD	Pueblo Chemical Depot
PDPHE	Pueblo Department of Public Health and Environment
PIFDC	Pueblo Interagency Fire Dispatch Center
PPD	Presidential Policy Directive/ Pueblo Police Department

PSAP	Public Safety Answering Points
PTSD	Post-Traumatic Stress Disorder
RADEF	Radiological Defense
S TAC	State Tactical
SAR	Search and Rescue
SARA	Superfund Amendments and Reauthorization Act
SDS	Safety Data Sheets
SME	Subject matter expert
SOCOVOAD	Southern Colorado Volunteer Organizations Active in Disasters
SOG	Standard Operating Guidelines
SOP	Standard Operating Procedures
SOW	Site on Wheels (Cell Phone Service)
SRIC	South Regional Interoperability Channel
TSA	The Salvation Army
VA	Veterans Administration
VHF	Very High Frequency
VIP	Very Important Person
VLAT	Very large air tanker
WAN	Wide Area Networks
WAPA	Western Area Power Authority
WEA	Wireless Emergency Alert
WERF	Wildfire Emergency Response Fund
WLAN	Wireless Local Area Networks
WMD	Weapons of Mass Destruction

Resources and Links

- Administration for Strategic Preparedness and Response - https://www.phe.gov/Preparedness/responders/ndms/Pages/default.aspx
- American Board of Forensic Anthropology - http://theabfa.org/
- American Board of Forensic Odontology - https://abfo.org/
- American Red Cross - https://www.redcross.org/
- American Society of Forensic Odontology - http://asfo.org/
- Center for Disease Control and Prevention - https://www.cdc.gov/
- Colorado Department of Public Safety - https://publicsafety.colorado.gov
- Defense POW/MIA Accounting Agency (DPAA) - https://www.dpaa.mil/
- Disaster Mortuary Operational Response Teams - https://www.phe.gov/Preparedness/responders/ndms/ndms-teams/Pages/dmort.aspx
- Federal Bureau of Investigation - https://www.fbi.gov/
- Federal Emergency Management Agency - https://www.fema.gov/
- National Urban Search and Rescue Response System - https://www.fema.gov/urban-search-rescue
- International Association of Identification - https://www.theiai.org/
- National Association of Medical Examiners - https://www.thename.org/
- National Domestic Preparedness Consortium - https://www.ndpc.us/
- National Transportation Safety Board - https://www.ntsb.gov/Pages/default.aspx
- Occupational Health and Safety Organization - https://www.osha.gov/
- Pueblo County - https://county.pueblo.org/
- Pueblo County Sheriff's Office - https://www.pueblosheriff.com
- The City of Pueblo - https://www.pueblo.us/
- The Salvation Army - https://disaster.salvationarmyusa.org/
- US Department of Transportation - https://www.transportation.gov/

Note: Copy and paste the internet address into your internet browser. If it does not redirect you or fails to connect, copy and paste the title into your internet browser to search for the agency or organization website.

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City Clerk's Office Item # M-10

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF PATRICK GRUBB TO THE PUEBLO REGIONAL BUILDING – MECHANICAL BOARD OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of an engineer to the Regional Building Commission's Mechanical Board of Appeals to complete a three-year term expiring July 1, 2024.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

There are three total vacancies on the Pueblo Regional Building – Mechanical Board of Appeals. There is a vacancy for a contractor expiring July 1, 2025, a vacancy for an engineer expiring July 1, 2025, and a vacancy for a journeyman expiring July 1, 2024.

The City coordinated the promotion of the vacancies and received one application.

Following the PACOG meeting on August 25, 2022, the BOCC and City Council members reviewed the application and appointed Patrick Grubb to the journeyman position.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Application

RESOLUTION NO. 14993

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF PATRICK GRUBB TO THE PUEBLO REGIONAL BUILDING – MECHANICAL BOARD OF APPEALS

WHEREAS, this Resolution ratifies the joint appointment made following the PACOG meeting on August 25, 2022, by City-County Representatives who were present; NOW, THEREFORE;

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

SECTION 1.

The following individual is hereby appointed to the Pueblo Regional Building – Mechanical Board of Appeals to complete a three-year term expiring July 1, 2024 as a journeyman.

Patrick Grubb

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 September 12, 2022

BY: Vicente Martinez Ortega
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: Tuesday, August 9, 2022 12:44:49 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	8/9/2022
BOARD OR COMMISSION	Mechanical Board of Appeals
Contact Information	
FIRST NAME	Patrick
LAST NAME	Grubb
HOME ADDRESS	137 Schirra pl.
CITY	Pueblo
STATE	CO
ZIP	81001
OFFICE ADDRESS	*Field not completed.*
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	7193690010
E-MAIL ADDRESS	Grubbpatrickk2@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	YES

THE CITY OF PUEBLO?	
ARE YOU A RESIDENT OF THE CITY OF PUEBLO?	YES
OCCUPATION (or if RETIRED, your previous occupation)	HVAC technician
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.	- associates degree of applied science of HVACR - 9 years of hvac and mechanical experience in service and installation. - mechanical license.
2. Why are you interested in being appointed to this Board or Commission?	I've seen a posting several times for volunteers. Just throwing out an application, thought I may be able to help.
3. What Goals would you like to see this Board or Commission accomplish?	I would like to see a fair treatment of mechanical contractors.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	*Field not completed.*
(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 # M-11

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S APPOINTMENT OF SANDRA SHERRER TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) – JOINT CITY-COUNTY APPOINTMENT

SUMMARY:

This Resolution ratifies the Joint City-County selection made to the Community Services Advisory Commission (CSAC).

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission are made on an annual basis selecting individuals to serve staggered four-year terms expiring on April 30th of each year. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

Due to the term expiration of James Wiley, there is one vacancy available on the Community Services Advisory Commission (CSAC) expiring April 30, 2026.

The recruitment process for 2022 was handled by the Pueblo City Staff seeking volunteers to serve on this committee and two new applications were received from Clara Trautman and Sandra Sherrer.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

The Community Services Advisory Commission studies the needs of the community in the areas of health and human services, recreation, arts and culture, environmental/conservation and economic development; reviews and analyzes proposals that are submitted to the Pueblo

County and City of Pueblo Partnership during the annual Request for Proposal (RFP) process, including conducting interviews and performing site visits of agencies submitting proposals; makes final recommendations to the City and County officials for funding consideration on an annual basis, or as needed in an emergency situation; and works on other issues and projects as assigned to them by the Public Officials.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:
Application

RESOLUTION NO. 14994

A RESOLUTION RATIFYING PACOG'S APPOINTMENT OF SANDRA SHERRER TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) – JOINT CITY-COUNTY APPOINTMENT

WHEREAS, there is one (1) vacancy to be filled on the Community Services Advisory Commission – Joint City-County appointment. This appointment shall complete a four-year term expiring April 30, 2026; and

WHEREAS, this Resolution ratifies the joint appointments made following the PACOG meeting on August 25, 2022, by City-County Representatives who were present; NOW, THEREFORE;

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

SECTION 1:

The following individuals are hereby appointed to the Community Services Advisory Commission Joint City-County Appointment to complete a four-year term expiring April 30, 2026.

Sandra Sherrer

SECTION 2:

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

SECTION 3:

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

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Application Form

Profile

Sandra (First Name) | S (Middle Initial) | Sherrer (Last Name)

sandra.sherrer@yahoo.com
Email Address

2807 4th Ave
Home Address

Suite or Apt

Pueblo
City

CO
State

81003
Postal Code

What neighborhood do you live in?

- [x] Pueblo

Retired
Employer

NA
Job Title

Which Boards would you like to apply for?

Community Services Advisory Commission: Submitted

Mobile: (719) 289-5357
Primary Phone

Alternate Phone

Interests & Experiences

Please tell us about yourself and why you want to serve.

What is the basis of your qualifications?

I'm a responsible homeowner and taxpayer, living in Pueblo, interested in how our city finances are managed.

Why are you interested in being appointed to this board or commission?

I'm interested in how money is dispensed to a large numbers of non-profits.

List any other civic or community commissions, boards or committees on which you currently serve.

None

List any financial, budget, or management background.

My bank account and credit ratings are examples of my financial management.

How did you hear about this board?

- [x] Website

Upload a Resume

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Do you represent one of the following?

- [x] Local Government

Ethnicity

- [x] Caucasian/Non-Hispanic

Gender

- [x] Female

City Clerk's Office Item # M-12

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: September 12, 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 ALBERT HERRERA TO THE REGIONAL BUILDING COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to serve a three-year term expiring October 1, 2025 on the Regional Building Commission.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Pueblo Regional Building Commission selecting individuals as City appointments to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the upcoming term expiration of Albert Herrera, there is one appointment available to serve a three-year term expiring October 1, 2025 on the Regional Building Commission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14995

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALBERT HERRERA TO THE REGIONAL BUILDING COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Albert Herrera to the Regional Building Commission to serve a three-year term expiring October 1, 2025; NOW, THEREFORE;

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

SECTION 1.

The following individual is hereby appointed to the Regional Building Commission to serve a three-year term expiring October 1, 2025.

Albert Herrera

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: September 12, 2022

BY: Vicente Martinez Ortega
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: Saturday, July 30, 2022 8:06:54 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	7/30/2022
BOARD OR COMMISSION	Regional Building Commission
Contact Information	
FIRST NAME	Albert
LAST NAME	Herrera
HOME ADDRESS	833 E. Hayden Dr.
CITY	Pueblo
STATE	CO
ZIP	81007
OFFICE ADDRESS	*Field not completed.*
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	7192517620
E-MAIL ADDRESS	alnfreeda@msn.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
ARE YOU A RESIDENT OF THE CITY OF PUEBLO?	NO
OCCUPATION (or if RETIRED, your previous occupation)	Electrician

Questionnaire

Please complete the following general information.

1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.	I have worked in construction for 40 years. I feel my experiences can help the department continue to develop in to one of the top building departments in the state.
2. Why are you interested in being appointed to this Board or Commission?	I like to be involved in the community and this Board seems to fit. I am an electrician so I have experience in the construction industry.
3. What Goals would you like to see this Board or Commission accomplish?	I would like to help the regional building department continue to develop and grow with Pueblo. I would also like to find ways to keep up with technology within the department by finding ways in the budget to keep improving.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I have served on the board for many years and enjoyed working with board members and the building official to improve services the department provides.

(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 # M-13

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF MICHAEL OCCHIATO, KEN SANCHEZ, AND JANET SCHRANER TO THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointments by the Mayor of members to serve three-year terms expiring September 30, 2025 on the Pueblo Memorial Airport Advisory Committee.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Pueblo Memorial Airport Advisory Committee selecting individuals to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to normal term expirations of LeWayne Garrison, Michael Occhiato, Larry Ohrdorf, and Ken Sanchez, there are four appointments available to serve a three-year term on the Pueblo Memorial Airport Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Applications

RESOLUTION NO. 14996

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MICHAEL OCCHIATO, KEN SANCHEZ, AND JANET SCHRANER TO THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Michael Occhiato, Ken Sanchez, and Janet Schraner to the Pueblo Memorial Airport Advisory Committee to serve a three-year term expiring September 30, 2025; NOW, THEREFORE;

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

SECTION 1.

The following individuals are hereby appointed to the Pueblo Memorial Airport Advisory Committee to serve a three-year term expiring September 30, 2025.

Michael Occhiato

Ken Sanchez

Janet Schraner

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: September 12, 2022

BY: Vicente Martinez Ortega
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: Tuesday, November 2, 2021 11:52:33 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	11/2/2021
BOARD OR COMMISSION	Airport Advisory Committee
Contact Information	
FIRST NAME	Kenneth
LAST NAME	Sanchez
HOME ADDRESS	1278 23rd Lane
CITY	Pueblo
STATE	CO
ZIP	81006
OFFICE ADDRESS	*Field not completed.*
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	(303)902-3902
E-MAIL ADDRESS	Kennethsanchez35@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Retired Army Officer

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.	Commercial Helicopter/ Instrument pilot. Served over 21 years as an Army Aviator with the Colorado Army National Guard Retired Colonel with nearly 32 years of service. Successfully managed public funded programs in excess of $50M.
2. Why are you interested in being appointed to this Board or Commission?	I believe my many years of aviation experience might be of some use to Pueblo.
3. What Goals would you like to see this Board or Commission accomplish?	We will see.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I have two masters degrees 2002 MS Management Regis University 2003 Masters of Strategic Studies, US Army War College

(Section Break)

Upload résumé, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Sunday, August 14, 2022 9:41:13 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	8/14/2022
BOARD OR COMMISSION	Airport Advisory Committee
Contact Information	
FIRST NAME	Janet
LAST NAME	Schraner
HOME ADDRESS	3320 W 18th Street
CITY	Pueblo
STATE	CO
ZIP	81003
OFFICE ADDRESS	3320 W 18th Street
CITY	Pueblo
STATE	CO
ZIP	81003
DAYTIME PHONE	719-289-8315
E-MAIL ADDRESS	janetrose81004@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)	Retired Legal Assistant with The Walt Disney Company, Burbank, California

Questionnaire

Please complete the following general information.

1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.	I am an avid learner and keep up with the activities of the City, as well as the Airport. As my son is ATC out of Los Angeles Center, I have a keen interest in all things related to aviation. I
2. Why are you interested in being appointed to this Board or Commission?	I would like to see the City's airport become more vibrant and an active travel hub for our community.
3. What Goals would you like to see this Board or Commission accomplish?	Improve the airport as a whole and improve community outreach regarding airport activities.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	As a former legal assistant with Disney, I am keenly aware of laws and how they govern in all aspects of our lives. My experience has taught me to look at all sides of an issue before deciding the best approach to a matter. As an active retiree, I have the time, knowledge and enthusiasm for serving on this Commission.

(Section Break)

Upload résumé, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Tuesday, August 16, 2022 6:12:31 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	8/15/2022
BOARD OR COMMISSION	Airport Advisory Committee
Contact Information	
FIRST NAME	Michael
LAST NAME	Occhiato
HOME ADDRESS	11 Harrogate Terrace
CITY	Pueblo
STATE	CO
ZIP	81001
OFFICE ADDRESS	*Field not completed.*
CITY	*Field not completed.*
STATE	CO
ZIP	81001
DAYTIME PHONE	710-320-5815
E-MAIL ADDRESS	mocchiato@aol.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)	Retired Previous Occupation Real Estate Broker Caldwell Branker Realty Pueblo, CO

Questionnaire
Please complete the following general information.

1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.	Naval Officer VP-19 Naval Flight Officer Lieutenant. Commercial Pilot: Instrument-Commercial-Multi-Engine Qualified Over 1000 plus Pilot in Command Hours. Beech Queen Air B-80, King Air A, Navy T-34, other various aircraft. Administrative Service Manager DACO Air Motive, Broomfield, Colorado. 1969-1970. A subsidiary of King Resources Gas and Oil, Denver, Colorado. Member of Pueblo City Council 24 years; First board member of PEDCO, involved in various developments throughout my tenure with the Pueblo City Council, PEDCO, and PUEBLO AREA COUNCIL OF GOVERNMENT. 1979-1994, 2001-2009. Served on multiple boards representing Pueblo City Council.
2. Why are you interested in being appointed to this Board or Commission?	I believe there is a tremendous opportunity to enhance and further develop the Pueblo Memorial Airport. Opportunities in Fixed Base Operations to enhance and expand major air craft services for various Corporate Aircraft. There are opportunities to enhance Pueblo fixed base hangar rental space for private aircraft. This can be a possibility for increased revenue for the City of Pueblo by repairing and or building additional enclosed hangar space for lease. Opportunities to enhance the aesthetics of the Air Port making it more attractive to Corporate and Commercial use by various companies. The better the aesthetics, the more service opportunities to private, corporate, and commercial aviation, the more revenue for the city. We. should also recognize the increased opportunity in economic development at the Industrial Park. Other parks around the country look more attractive than the CSU-P Campus, which is a well maintained and attractive setting. The product we sell with enhanced settings, the more companies we attract, the more people move to Pueblo and the higher in medium income Pueblo experiences. This all leads to

	supplemental growth from other corporate sources.
3. What Goals would you like to see this Board or Commission accomplish?	o Work with new Fixed Base Operations to enhance and develop additional air frame, electrical, radio, engine, interior, and other services to maintain aircraft. Presently, Pueblo has very little to offer. This builds traffic, positive response, and more employment, More employment leads to building more homes and other supportive services.. Work with Commercial Air Service to enhance flights service in Pueblo. Perhaps in time, higher air service will lead to larger flights with higher passenger use. WE CAN DO IT. WE DID IT IN THE 1990'S. OVER 90,000 passengers per year using America West and TWA. Expand the terminal with a second deck above the present waiting area with an enclosed gate way to the aircraft. Work with restaurant food service to facilitate Corporate in flight meal service and service for employees working at the Industrial Park.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	0 Extensive training in US Navy. Flight Training, and various other tasks. 0 Commercial Pilot with instrument, multi-engine, ratings. 0 Operated and managed the Tivoli Brewery in Denver. 0 Operations Manager Canner's Inc. Pueblo 0 Developed an in house Advertising Agency, PEPS Advertising, div. Pueblo Pepsi with $4 M advertising budget 0 President of Pepsi Cola Pueblo 1979-1982. 0 Vice President of Operations PepsiCola Bottling Group, division of PEPSICO, Whiteplaians, NY 0 Masters in Business Administration University of Colorado, at direction of PEPSICO. 0 Various other ventures non related to this Board.
	(Section Break)
Upload résumé, references and/or other pertinent information	*Field not completed.*

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City Clerk's Office Item # M-14

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: September 12, 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 DAVID LUCAS TO THE PUEBLO ENERGY ADVISORY COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a four-year term expiring June 30, 2023.

PREVIOUS COUNCIL ACTION:

On March 8, 2021, by Ordinance No. 9902, City Council amended Chapter 5 of Title II of the Pueblo Municipal Code to reconstitute the Pueblo Energy Advisory Commission. City Council has made appointments to the Pueblo Energy Advisory Commission selecting individuals to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the resignations of George Samaras and Allison Kipple, there are two vacancies on this Commission. Following an announcement on the City's webpage and social media seeking volunteers to serve on this committee. Mayor Gradisar reviewed the applications and appointed Mr. Lucas.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14997

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DAVID LUCAS TO THE PUEBLO ENERGY ADVISORY COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of David Lucas to Pueblo Energy Advisory Commission to complete a four-year term expiring June 30, 2023; NOW, THEREFORE;

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

SECTION 1.

The following individual is hereby appointed to the Pueblo Energy Advisory Commission to complete a four-year term expiring June 30, 2023.

David Lucas

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: September 12, 2022

BY: Vicente Martinez Ortega
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, August 24, 2022 7:49:09 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	8/24/2022
BOARD OR COMMISSION	Energy Advisory Commission
Contact Information	
FIRST NAME	David
LAST NAME	Lucas
HOME ADDRESS	780 E. Gold Dr.
CITY	Pueblo West
STATE	CO
ZIP	*Field not completed.*
OFFICE ADDRESS	*Field not completed.*
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	81007
DAYTIME PHONE	303-378-1199
E-MAIL ADDRESS	david.t.lucas@comcast.net
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
ARE YOU A RESIDENT OF THE CITY OF PUEBLO?	NO
OCCUPATION (or if RETIRED, your previous occupation)	Co-Founder, CEO and CTO of Convergent Solution -- a professional technology sales and integration consulting company

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.	Began a thirty-nine-year utilities industry career in 1962 in Public Service Company's Electric Distribution Department where I was assigned to Line Construction/Maintenance crews operating within the Metro-Denver area. In the course of advancement opportunities, I moved to the Electric Trouble/Streetlight Maintenance Department. I functioned as the team leader of a two-person crew. Tasks included responding to customer reported outages of street lighting systems and performing necessary repairs as needed. In 1985, I was selected over other candidates for the position of Major Claims Investigator with the Risk Management Department. I remained in this position performing as a Major Claims Investigator until my retirement in 2000. The position included attending training classes pertaining to operational knowledge of Natural Gas transmission and distribution systems; Fire Cause and Origin investigation pertaining to assisting fire department fire investigators in electric and natural gas incidents. I conducted training secessions for Police and Fire Department personnel to be able to safely respond to an emergency potentially involving Electric or Natural Gas systems. I participated in many claims courses and conferences related to Claims Investigation, cause responsibility, resolution settlement. An ongoing aspect of this position was assisting corporate attorneys during litigation resulting from incidents involving significant property loss; personal injury and/or loss of life litigation against the company. This was the position I held until my retirement.
2. Why are you interested in being appointed to this Board or Commission?	I would enjoy being able to share a perspective on current energy challenges that could be useful for other commission members. But my first role would be to gain an understanding of where the commission has come from in addressing previous issues and the approaches taken vs. the outcomes achieved. This learning process would be essential for me to understand to become a contributing member.

3. What Goals would you like to see this Board or Commission accomplish?	This would be better defined after those listed above are gained.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	Having been a business owner whose goal was always to understand the client need before exploring and offering solution options, I believe this is a critical approach before assisting the end user in adopting and fully implementing the most practical solution. All of this will only achieve the goal if there is constant review of the ongoing process and providing support as needed.
	(Section Break)
Upload résumé, references and/or other pertinent information	David T Lucas Resume - 8-21-22.docx

Email not displaying correctly? View it in your browser.

David T. Lucas
303.378.1199
780 E. Gold Dr.
Pueblo West, CO 81007
Dave@nxgenlearning.net

Professional Experience

Lowes
Pueblo, Colorado
Sales Associate - Part-time – Hardware/Tool Department **December 2020 – Present**

This is my current part time employment to supplement retirement income. This position provides the opportunity for me to directly interact with customers to share my home improvement/renovation knowledge and experience. I inquire about the scope of the customer's project and recommend additional related solutions that will be most effective for the customers' needs. When I determine the customer lacks the necessary knowledge and experience for the tasks they describe, I provide detailed recommendations regarding the selection of best tools. I offer how-to suggestions for the use of those tools for their projects. In the course of building and installing radon mitigation systems in my own homes I have advised a local home builder on the need for radon mitigation systems due to the presence of significant radon concentration along the frontrange of Colorado.

Convergent Solution Inc. ('dba' NxGenLearning.net)
Lakewood, CO
Co-founder and CEO / CTO **2001 – Present (Part-time now)**

Co-Founder, CEO and CTO of Convergent Solution -- a professional technology sales and integration consulting company. Responsible for selecting and delivering innovative interactive technologies to government, corporate and education clients with a commitment to building long-term relationships based on trust and integrity. We are proud to focus on providing exceptional, learner-centered training, technical assistance, and product integration consultations for our clients. Responsible for the effective integration of these technologies into the client's processes which included training their employees to capitalize on the efficiencies and benefits gained when technologies support their daily tasks. We provided continuous refresher retraining and technical integration support 24/7, as our clients' needs evolved.

Expert at planning and executing the product demonstrations of our interactive technologies at scores of trade show events and professional gatherings each year; experienced at facilitating breakout session presentations; provide both the advance work and the follow-up for career technology conferences, math education conferences, STEM education conferences, conferences in support of Employment First initiatives for individuals with disabilities, and Maker Fairs throughout Colorado, New Mexico, Wyoming, Arizona, South Dakota and Utah.

Responsible for securing government contracts—including, but not limited to the National Security Agency, the Air Force/Pentagon, Northrop Grumman TASC, Lockheed Martin, et al. Responsible for creating marketing flyers and website design, as well as streamlining accounting, financial reporting, and maintaining client databases.

Public Service Company/Xcel Energy
Line Construction/Maintenance Crew (1962 – 1978)
Electric Trouble Department (1978 - 1985)
Risk Management Department, Major Claims Investigator (1985 – 1999)
Denver, Colorado

July 1962 – November 1999

Began a thirty-nine-year utilities industry career in 1962 in Public Service Company's Electric Distribution Department where I was assigned to Line Construction/Maintenance crews operating within the Metro-

Denver area. In the course of advancement opportunities, I moved to the Electric Trouble/Streetlight Maintenance Department. I functioned as the team leader of a two-person crew. Tasks included responding to customer reported outages of street lighting systems and performing necessary repairs as needed.

In 1985, I was selected over other candidates for the position of Major Claims Investigator with the Risk Management Department. I remained in this position performing as a Major Claims Investigator until my retirement in 2000. The position included attending training classes pertaining to operational knowledge of Natural Gas transmission and distribution systems; Fire Cause and Origin investigation pertaining to assisting fire department fire investigators in electric and natural gas incidents. I conducted training secessions for Police and Fire Department personnel to be able to safely respond to an emergency potentially involving Electric or Natural Gas systems. I participated in many claims courses and conferences related to Claims Investigation, cause responsibility, resolution settlement. An ongoing aspect of this position was assisting corporate attorneys during litigation resulting from incidents involving significant property loss; personal injury and/or loss of life litigation against the company. This was the position I held until my retirement.

Military Service History

Colorado Air National Guard: 1-3-1966 to 1972 - Service Number: AF26259363
Served Active Duty/USAF: 1-26-1968 to 4-30-1969 with Air Force during the Viet Nam war.

Education

Future Search Facilitator Training – 2008
Insurance Claims Investigation Courses and other investigation related trainings
Red Rocks Community College 1971 – Associate Degree Masonry Design & Construction, additional courses in Mechanical and Architectural Drafting
University of Maryland 1968 – Statistics
St. Francis de Sales HS 1962 – Academics Degree

I bring insights, knowledge and experience gained from being a successful entrepreneur and business owner. This is built upon my thirty-nine-year career with a leading energy and utility generation and distribution services corporation.

References available upon request.

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Office of the City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION AND RATIFYING THE ACTIONS OF THE CITY CLERK IN CONNECTION THEREWITH

SUMMARY:

This Resolution appoints the City Clerk as the Designated Election Official for the November 8, 2022 Special Municipal Election. This Resolution also directs the City Clerk to certify the content of the ballot for said election and ratifies the previous actions in connection therewith.

PREVIOUS COUNCIL ACTION:

On July 25, 2022, by Ordinance No. 10229, City Council directed that the November 8, 2022 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

BACKGROUND:

C.R.S. 1-5-203 (3)(a) requires that the Designated Election Official of each political subdivision participating in a Coordinated Election to certify the order of the ballot and ballot content. Such certification is to be delivered to the County Clerk and Recorder no later than sixty (60) days before the Coordinated Election.

FINANCIAL IMPLICATIONS

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2022 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION

Not applicable to this Resolution.

STAKEHOLDER PROCESS

Not applicable to this Resolution.

ALTERNATIVES

If this Resolution is not adopted, the City will be unable to proceed with the November 8, 2022 Special Municipal Election.

RECOMMENDATION

Approval of the Resolution.

Attachment:
Proposed Resolution

RESOLUTION NO. 14998

A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION AND RATIFYING THE ACTIONS OF THE CITY CLERK IN CONNECTION THEREWITH

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

SECTION 1.

The City Clerk shall be and hereby is appointed as the Designated Election Official for the November 8, 2022 Special Municipal Election.

SECTION 2.

The content of the ballot for the City's Special Municipal Election to be held on November 8, 2022 shall be as follows:

QUESTION NO. 2A - 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 _____

QUESTION NO. 2B - 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?

YES _____
NO _____

SECTION 3.

The City Clerk shall be and hereby is directed to certify the content of the ballot for the November 8, 2022 Special Municipal Election in accordance with applicable law.

SECTION 4.

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

SECTION 5.

This Resolution shall take effect immediately upon final passage and approval.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 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 GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND ROSEMOUNT MUSEUM, 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

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with Rosemount Museum, a Colorado nonprofit corporation ("Rosemount") to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (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:

Rosemount Museum is a 129-year-old, 24,000 square foot historic home. Utilities for the mansion cost $4,600 - $5,200 per month and repair costs tend to be much higher than that of a regular home or more modern building, in most cases. Simple repairs that may cost $2,500 in other buildings can exceed $20,000 at Rosemount. The bill to replace one stair on the front porch recently was $8,800 and a one-unit furnace replacement in the carriage house was $13,000.

Rosemount Museum was closed March 4 - June 11, 2020. The museum chose to keep staff (five employees) rather than lay anyone off. Three staff members were considered essential in terms of keeping the mansion and property safe and running appropriately. Two staff members worked from home taking care of office needs, such as accounts payable and payroll, among other duties.

Once the museum opened in June, 2020, staff was busy with normal maintenance and care for the mansion, carriage house and grounds. However, visitation was dismal (a loss of about $19,000 in admissions). Along with that, all museum events were canceled (approximately $40,000 in lost revenue) for the year and all the events booked in the Carriage House, a small event venue, were lost (approximately $25,000 in revenue). Museum memberships were also down ($8,500 loss) and donations fell as well. The museum's number of visitors/tourists fell from 6,608 in 2019 to 1,683 in 2020.

Rosemount is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C). Rosemount is also a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

FINANCIAL IMPLICATIONS:

Rosemount 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 Rosemount Museum.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Grant Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND ROSEMOUNT MUSEUM, 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

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 Grant Agreement (“Agreement”) dated September 26, 2022, between the City of Pueblo, a Colorado municipal corporation and the Rosemount Museum, 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 to Rosemount from Project No. CI2113 – American Rescue Plan Act, for purposes of mitigating the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic, 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 _____.

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

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Rosemount Museum, a Colorado nonprofit corporation, hereinafter referred to as the "Grantee" or "Rosemount." City and Grantee/Rosemount 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, Grantee has requested that the City use CLRF funds to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purpose.

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) Rosemount Museum is a 129-year-old, 24,000 square foot historic home. Utilities for the mansion cost $4,600 - $5,200 per month and repair costs tend to be much higher than that of a regular home or more modern building in most cases. Simple repairs that may cost $2,500 in other buildings can exceed $20,000 at Rosemount. The bill to replace one stair on the front porch recently was $8,800 and a one unit furnace replacement in the carriage house was $13,000.

(b) Rosemount Museum was closed March 4 - June 11, 2020. The museum chose to keep staff (five employees) rather than lay anyone off. Three staff members were considered essential in terms of keeping the mansion and property safe and running appropriately. Two staff members worked from home taking care of office needs, such as accounts payable and payroll, among other duties.

(c) Once the museum re-opened in June, 2020, staff was busy with normal maintenance and care for the mansion, carriage house and grounds. However, visitation was dismal (a loss of about $19,000 in admissions). Along with that, all museum events were canceled (approximately $40,000 in lost revenue) for the year and all the events booked in the Carriage House, a small event venue, were lost (approximately $25,000 in revenue). Museum memberships were down ($8,500 loss) and donations fell as well.

(d) The museum's number of visitors/tourists fell from 6,608 in 2019 to 1,683 in 2020.

(e) Grantee is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C).

(f) Grantee is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee 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. Certificate of Good Standing from the Office of the Secretary of State.

3. PAYMENTS TO GRANTEE

(a) 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 Grantee.

(b) Upon expiration of the term of this Agreement or upon any prior termination, Grantee shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

4. 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.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Grantee, upon ten (10) days written notice to Grantee 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 Grantee. Cause for termination shall include any material failure by Grantee 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 Grantee, 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 Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Grantee 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.

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in 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 Grantee and City.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee 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.

15. 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.

16. SIGNATURES.

The persons signing this Agreement on behalf of Grantee represent and warrant that such persons and Grantee 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 Grantee enforceable against Grantee in accordance with its terms.

IN WITNESS, WHEREOF, the Grantee and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CORPORATION

CITY OF PUEBLO
A COLORADO MUNICIPAL

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Grantee:

ROSEMOUNT MUSEUM
a Colorado nonprofit corporation

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 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 GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BESSEMER HISTORICAL SOCIETY D/B/A THE STEELWORKS CENTER OF THE WEST, 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

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with the Bessemer Historical Society d/b/a the Steelworks Center of the West, a Colorado nonprofit corporation ("SCW") to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (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:

As a result of the COVID-19 pandemic, the Steelworks Center of the West closed March 16, 2020 and remained closed through August 5, 2020 in accordance with local and state COVID-19 mandates. During this time, SCW's Board made the difficult decision to terminate 33% of SCW's staff due to the lack of income.

SCW reopened for a short time beginning August 5, 2020 only to close again to the public on November 16, 2020 when one of SCW's own staff tested positive for the virus. Following this interval, the entire museum facility was deep cleaned by a professional janitorial company. In an abundance of caution, SCW remained closed until April 6, 2021.

In addition to the lack of museum admission fees, gift shop sales, archives fees, donations were also lacking throughout most of 2020. SCW was forced to cancel several of its major fundraising endeavors. SCW's only fundraiser in 2020, the "Faces of CF&I/Hall of Fame" event took place in February, 2020, just before the mandatory closures. SCW raised $34,716 during that event. SCW was unable to host the "Faces of CF&I/Hall of Fame" evening event in 2021 due to COVID, a potential loss of revenue of $34,000.

SCW was also unable to host its annual summer fundraiser, "Steel'ebration" in 2020 and 2021, a potential loss of revenue of $6,000 each year. SCW was also unable to host its "Saints and Sinners" fundraiser in 2020. In 2021, SCW hosted the event, but on a much smaller scale, a potential loss of revenue of $1,300.

SCW is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C). In addition, SCW is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

FINANCIAL IMPLICATIONS:

SCW 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 Steelworks Center of the West.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Grant Agreement.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BESSEMER HISTORICAL SOCIETY D/B/A THE STEELWORKS CENTER OF THE WEST, 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. 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 Grant Agreement ("Agreement") dated September 26, 2022, between the City of Pueblo, a Colorado municipal corporation and the Bessemer Historical Society d/b/a the Steelworks Center of the West, a Colorado nonprofit corporation ("SCW"), 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 to SCW from Project No. CI2113 – American Rescue Plan Act, for purposes of mitigating the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic 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 _____.

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

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Bessemer Historical Society, Inc. d/b/a Steelworks Center of the West, a Colorado nonprofit corporation, hereinafter referred to as the "Grantee" or "SCW." City and Grantee/SCW 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, Grantee has requested that the City use CLRF funds to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purpose.

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) As a result of the COVID-19 pandemic, Grantee Steelworks Center of the West closed on March 16, 2020 and remained closed through August 5, 2020 in accordance to local and state COVID-19 mandates. During this time, Grantee's Board made the difficult decision to terminate 33% of SCW's staff due to the lack of income.

(b) Grantee reopened for a short time beginning August 5, 2020 only to close again to the public on November 16, 2020 when one of SCW's own staff tested positive for the virus. Following this interval, the entire museum facility was deep cleaned by a professional janitorial company. In an abundance of caution, Grantee remained closed until April 6, 2021.

(c) In addition to the lack of museum admission fees, gift shop sales, archives fees, donations were also lacking throughout most of 2020. Grantee was forced to cancel several of its major fundraising endeavors. Grantee's only fundraiser in 2020, the "Faces of CF&I/Hall of Fame" event took place in February, 2020, just before the mandatory closures. Grantee raised $34,716 during that event. Grantee was unable to host the "Faces of CF&I/Hall of Fame" evening event in 2021 due to COVID, a potential loss of revenue of $34,000.

(d) Grantee was also unable to host its annual summer fundraiser, "Steel'ebration" in 2020 and 2021, a potential loss of revenue of $6,000 each year. Grantee was also unable to host its "Saints and Sinners" fundraiser in 2020. In 2021, Grantee hosted the event, but on a much smaller scale, a potential loss of revenue of $1,300.

(e) Grantee is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C).

(f) Grantee is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee 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. Certificate of Good Standing from the Office of the Secretary of State.

3. PAYMENTS TO GRANTEE

(a) 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 Grantee.

(b) Upon expiration of the term of this Agreement or upon any prior termination, Grantee shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

4. 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.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Grantee, upon ten (10) days written notice to Grantee 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 Grantee. Cause for termination shall include any material failure by Grantee 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 Grantee, 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 Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Grantee 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.

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in 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 Grantee and City.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee 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.

15. 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.

16. SIGNATURES.

The persons signing this Agreement on behalf of Grantee represent and warrant that such persons and Grantee 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 Grantee enforceable against Grantee in accordance with its terms.

IN WITNESS, WHEREOF, the Grantee and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

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.

16. SIGNATURES.

The persons signing this Agreement on behalf of Grantee represent and warrant that such persons and Grantee 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 Grantee enforceable against Grantee in accordance with its terms.

IN WITNESS, WHEREOF, the Grantee 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]

Grantee:

BESSEMER HISTORICAL SOCIETY, INC.
D/B/A STEELWORKS CENTER OF THE WEST
a Colorado nonprofit corporation

ATTEST:

By_____
Signature

Name Christine Trujillo

Title Executive Director

By_____
Signature

Name_____

Title_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 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 SOCOL RACING D/B/A SOUTHERN COLORADO YOUTH DEVELOPMENT. 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 TWO HUNDRED DOLLARS ($40,200) 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 SoCol Racing, d/b/a Southern Colorado Youth Development, a Colorado nonprofit corporation ("SCYD") to support its Motovate Program which partners low-income at-risk children with caring adults and a trail bike to teach participants how to care for and safely ride in the outdoors for the purpose of allowing the participants to build self-esteem, self-discipline, teamwork and leadership skills (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 $40,200.00 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 SCYD to provide the following programs and services:

1. SCYD shall implement a three-part program (employment, outdoor activities and engagement) which empowers youth to live a positive life, learn skills required to secure and retain employment, and ultimately reach for and achieve a brighter future. Participating youth shall be taught how to: complete a job application, write a resume, master work site etiquette and develop soft skills. In some cases, youth shall receive on-the-job training from project partners. The outdoor activities segment shall expose youth to various activities such as hiking, swimming and skiing, among other healthy and pro-social recreational activities they may not otherwise have access to.

2. The engagement portion of the Subrecipient's program shall provide youth the opportunity to interact with diverse individuals from different facets of our community, from first responders to the decision makers and leaders of our community. This segment shall teach young men and women etiquette in their homes and in the community. Participants shall learn socially appropriate behaviors in various settings. Youth will work with SCYD trainers, as well as trainers from outside the organization to better develop these skills. The expectation is that the youth will develop the skills needed to act and behave in a professional manner. To further employment outcomes for youth, SCYD shall collaborate with the Workforce Center and YouthWorks to create a network for adolescent job seekers. SCYD shall encourage and assist youth interested in post-secondary educational and trade-school opportunities to pursue and accomplish their educational objectives.

FINANCIAL IMPLICATIONS:

SCYD will receive $40,200.00 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 SCYD's Motovate Program.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SOCOL RACING D/B/A SOUTHERN COLORADO YOUTH DEVELOPMENT. 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 TWO HUNDRED DOLLARS ($40,200) 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 September 26, 2022, between the City of Pueblo, a Colorado municipal corporation and So Col Racing d/b/a Southern Colorado Youth Development, a Colorado nonprofit corporation (“SCYD”), 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 $40,200.00 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of providing financial support to SCYD's Motovate Program which partners low-income at-risk children with caring adults and a trail bike to teach participants how to care for and safely ride in the outdoors for the purpose of allowing the participants to build self-esteem, self-discipline, teamwork and leadership skills, 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 _____.

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

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and So Col Racing d/b/a Southern Colorado Youth Development, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "SCYD." 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 support its Motovate Program which partners low-income at-risk children with caring adults and a trail bike to teach participants how to care for and safely ride in the outdoors for the purpose of allowing the participants to build self-esteem, self-discipline, teamwork and leadership skills (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) Southern Colorado Youth Development (SCYD) is a non-profit, 501c3 organization. Since 2015, SCYD has been working with Pueblo's youth to ensure they have a gathering place and opportunities for positive youth-adult interactions. The organization is led by its founder, Mike Riley, MSW, an experienced social worker and registered psychotherapist who built the programs using standards-based interventions that combine best practice youth leadership and engagement structures with his passion for motorcycles. SCYD instructors and staff come from diverse backgrounds, career experiences and cultures which gives kids unique opportunities to connect with trusted adults, in many cases developing into long-term positive relationships. The staff possess varied certifications and skillsets that include Heartmath, counseling, suicide prevention and soft-skills training.

(b) During the pandemic, SCYD became one of ten Colorado community centers to partner with Comcast Colorado to develop WiFi-connected "Lift Zones." These Lift Zones are safe spaces created to "level the digital access playing field" to help low-income students and individuals get online, access critical resources, and participate in digital literacy and workforce trainings. The Lift Zones support access to online education throughout the school year, during the summer months and in times of COVID remote learning.

(c) SCYD's programming uses minibikes to empower youth to strive for a productive, meaningful life and to express themselves safely and creatively. SCYD teaches youth the importance of family, school and healthy living, using dirt bikes as a motivational tool. Subrecipient works with youth that may not respond to more traditional interventions.

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.

(d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, 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).

(e) The Subrecipient 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.

(f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient 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.

(g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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-One Thousand Two Hundred Dollars (U.S. $41,200.00). City shall make payments to Subrecipient according to the following schedule:

Date	Description	Amount
10-15-22	Initial payment	$ 10,200.00
01-15-23	Second payment (contingent on receipt of quarterly report covering 09/26/22 to 12/31/22)	10,000.00
04-15-23	Third payment (contingent on receipt of quarterly report for the preceding quarter)	10,000.00
07-15-23	Final payment (contingent on receipt of quarterly report for the preceding quarter)	10 ,000.00
Total		$ 40,200.00

(d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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. Subrecipient 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 Agreement or, 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 Agreement ed 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:

SO COL RACING d/b/a SOUTHERN COLORADO YOUTH DEVELOPMENT 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. SCYD shall implement a three-part program (employment, outdoor activities and engagement) which empowers youth to live a positive life, learn skills required to secure and retain employment, and ultimately reach for and achieve a brighter future. Participating youth shall be taught how to: complete a job application, write a resume, master work site etiquette and develop soft skills. In some cases, youth shall receive on-the-job training from project partners. The outdoor activities segment shall expose youth to various activities such as hiking, swimming and skiing, among other healthy and pro-social recreational activities they may not otherwise have access to.

2. The engagement portion of the Subrecipient's program shall provide youth the opportunity to interact with diverse individuals from different facets of our community, from first responders to the decision makers and leaders of our community. This segment shall teach young men and women etiquette in their homes and in the community. Participants shall learn socially appropriate behaviors in various settings. Youth will work with SCYD trainers, as well as trainers from outside the organization to better develop these skills. The expectation is that the youth will develop the skills needed to act and behave in a professional manner. To further employment outcomes for youth, SCYD shall collaborate with the Workforce Center and YouthWorks to create a network for adolescent job seekers. SCYD shall encourage and assist youth interested in post-secondary educational and trade-school opportunities to pursue and accomplish their educational objectives.

3. Subrecipient's performance under this Subrecipient Agreement shall be assessed by the following criteria:

- Youth engagement in pro-social activities that build self-worth and encourage social interactivity to reduce recidivism and social withdrawal;

- Youth experience social-emotional development; personalized goal and benchmark setting; development of coping skills; development of job skills (including soft skills);

- Youth engage in interactive team building with peers through team-oriented projects;

- Youth learn about fundamental mechanical and maintenance procedures, safety training, good sportsmanship and proper dirt bike riding techniques; how to engage in competitive team oriented and personal challenge events;

- Youth develop positive interpersonal skills with trusted adults, other youth, mentors and program directors;

- Youth learn useful tools for the prevention of destructive behavior (substance abuse, truancy, curfew violations, vandalism and other delinquent behavior) and demonstrate improved behavior at home, in school, and in the community;

- Youth learn how to take responsibility for their own actions and to understand and accept rewards and consequences.

C. Budget

Program Expenses	$ 4,500
Salaries	17,500
Facilities & Equipment	6,500
Operations	5,500
Contract Services	6,200
Total	$40,200

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 Agreement ors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement 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)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(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 Agreement 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 pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

(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 Agreement , 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 Agreement, 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).

(25) The Subrecipient 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.

(26) The Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

(27) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Subrecipient and all of its subcontractors will to the greatest extent practicable under the Agreement, 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 which Subrecipient may enter into.

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, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of Agreement ing 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 Agreement or, 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 Agreement or 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 Agreement 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: September 12, 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 GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FUEL AND IRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, 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 TWO HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED TWENTY-ONE AND 51/100 DOLLARS ($294,121.51) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with Fuel and Iron Commercial LLC, a Colorado limited liability company ("Fuel & Iron") to reimburse Fuel & Iron for the cost of acquiring restaurant fixtures and equipment for the Fuel & Iron Food Hall located at 400 S. Union Ave., Pueblo, CO 81003 (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 $294,121.51 will be paid out of Project No. CI-2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 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 redevelopment of the Holmes Hardware Block will consist of the Fuel & Iron Food Hall on the first floor and 28 affordable housing units on the second and third floors of the previously abandoned and vacant building located at 400 S. Main Street in downtown Pueblo. The larger project site will have roughly a half acre devoted to an urban farm, ample parking for both the food hall customers and apartment residents, and roughly a half-acre dedicated to additional housing in Phase II of the project.

Fuel & Iron will serve as an incubator for the next generation of great Pueblo restaurants. The five restaurant spaces within the food hall will be occupied by independent local chefs and restauranteurs. During this time, the up-and-coming culinarians will receive business planning and financing guidance, in addition to help with site selection and lease negotiation for their own brick and mortar locations within Pueblo.

After the restauranteurs are successful in opening up their own stand-alone brick and mortar locations, their space in the food hall will be given to other restauranteurs, and the cycle will be repeated, affording these entrepreneurial chefs opportunities they would not have otherwise had and at the same time invigorating the Pueblo restaurant scene as a whole.

The upper floors of the Holmes Hardware block, in conjunction with Phase II of the site redevelopment, will bring much needed housing into Downtown Pueblo, and will help activate Pueblo's downtown during a much greater portion of the week. The aim of the project is to be catalytic, encouraging more commercial and residential development downtown and further encouraging Pueblo's growth in a way that honors local residents and businesses to live, work, and play downtown.

The Fuel & Iron Project will have a catalytic impact in contributing to the recovery of the hospitality and tourism industry from the impacts of COVID-19. In addition to its impact on small business creation for restauranteurs as described above, the project will create 57 FTE positions in the hospitality industry, helping to make up for some of the job losses due to the pandemic.

Furthermore, the Fuel & Iron food hall will help rebuild Pueblo's tourism industry because it will be a can't miss amenity for tourists and out of town visitors. Its location strategically bookends Union Avenue, with downtown's other main tourist attraction - the Pueblo Riverwalk. As locals and tourists alike move between the food hall and the Riverwalk, the increased traffic along Union Ave. will create greater opportunities for the intervening businesses. By adding another amenity downtown, locals will be encouraged to make more trips downtown, and tourists will have enough amenities to remain in Pueblo for longer durations, which will further create economic opportunities for the rest of downtown Pueblo.

Fuel & Iron is a small business disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (2) (iii) (B).

Fuel & Iron is engaged in the development, repair and operation of affordable housing and services or programs to increase long-term housing security under 31 CFR 35.6 (b) (3) (ii) (A) (5).

Fuel & Iron is engaged in the rehabilitation of commercial properties and is eligible for a grant for start-up costs for a small business under 31 CFR 35.6 (b) (3) (ii) (B) (2).

FINANCIAL IMPLICATIONS:

Fuel and Iron will receive $294,121.51 in ARPA funds from Project No.CI-2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Fuel & Iron Food Hall project.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Grant Agreement.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FUEL AND IRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, 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 TWO HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED TWENTY-ONE AND 51/100 DOLLARS ($294,121.51) 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 Grant Agreement (“Agreement”) dated September 26, 2022, between the City of Pueblo, a Colorado municipal corporation and Fuel and Iron Commercial, LLC, a Colorado limited liability company (“Fuel & Iron”), 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 $294,121.51 are hereby authorized to be paid from Project No. CI-2113 – American Rescue Plan Act, for purposes of to reimbursing Fuel & Iron for the cost of acquiring restaurant fixtures and equipment for the Fuel & Iron Food Hall located at 400 S. Union Ave., Pueblo, CO 81003, 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 _____.

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

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Fuel and Iron Commercial, LLC, a Colorado limited liability company, hereinafter referred to as the "Grantee" or "Fuel & Iron." City and Grantee/Fuel & Iron 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, Grantee has requested that the City use CLRF funds to reimburse Grantee for the cost of acquiring restaurant fixtures and equipment for the Fuel & Iron Food Hall located at 400 S. Union Ave., Pueblo, CO 81003 (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purposes; and

WHEREAS, Grantee has represented to the City that it is duly qualified, eligible and willing to undertake the Project in accordance with the terms and conditions of this Agreement.

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 redevelopment of the Holmes Hardware Block will consist of the Fuel & Iron Food Hall on the first floor and 28 affordable housing units on the second and third floors of the heretofore abandoned and vacant building located at 400 S. Union Avenue in downtown Pueblo. The larger project site will have roughly an acre devoted to an urban farm, ample parking for both the food hall customers and apartment residents, and roughly a half-acre dedicated to additional housing in Phase II of the project.

(b) Fuel & Iron will serve as an incubator for the next generation of great Pueblo restaurants. The five restaurant spaces within the food hall will be occupied by independent local chefs and restauranteurs. During this time, the up-and-coming culinarians will receive business planning and financing guidance, in addition to help with site selection and lease negotiation for their own brick and mortar locations within Pueblo.

(c) After the restauranteurs are successful in opening up their own stand-alone brick and mortar locations, their space in the food hall will be given to another restauranteur, and the cycle will be repeated, affording these entrepreneurial chefs opportunities they would not have otherwise had and at the same time invigorating the Pueblo restaurant scene as a whole.

(d) The upper floors of the Holmes Hardware block, in conjunction with Phase II of the site redevelopment, will bring much needed housing into Downtown Pueblo, and will help activate Pueblo's downtown during a much greater portion of the week. The aim of the project is to be catalytic, encouraging more commercial and residential development downtown and further encouraging Pueblo's growth in a way that honors local residents and businesses to live, work, and play downtown.

(e) The Fuel & Iron Project will have a catalytic impact in contributing to the recovery of the hospitality and tourism industry from the impacts of COVID-19. In addition to its impact on small business creation for restauranteurs as described above, the project will create 57 FTE positions in the hospitality industry, helping to make up for some of the job losses due to the pandemic.

(f) Furthermore, the Fuel & Iron Food Hall will help rebuild Pueblo's tourism industry because it will be a can't miss amenity for tourists and out of town visitors. Its location strategically bookends Union Avenue with downtown's other main tourist attraction - the Pueblo Riverwalk. As locals and tourists alike move between the food hall and the Riverwalk, the increased traffic along Union Ave. will create greater opportunities for the intervening businesses. By adding another amenity downtown, locals will be encouraged to make more trips downtown, and tourists will have enough amenities to remain in Pueblo for longer durations, which

will further create economic opportunities for the rest of downtown Pueblo.

(g) Grantee is a small business disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (2) (iii) (B).

(h) Grantee is engaged in the development, repair and operation of affordable housing and services or programs to increase long-term housing security under 31 CFR 35.6 (b) (3) (ii) (A) (5).

(i) Grantee is engaged in the rehabilitation of commercial properties and is eligible for a grant for start-up costs for a small business under 31 CFR 35.6 (b) (3) (ii) (B) (2).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. State Sales Tax License;
3. Certificate of Good Standing from the Office of the Secretary of State.

Grantee shall apply for a City Sales Tax License within ten (10) days of receiving a Certificate of Occupancy for the Fuel & Iron Food Hall.

3. PAYMENTS TO GRANTEE

(a) The aggregate of all payments made hereunder shall not exceed Two Hundred Ninety-Four Thousand One Hundred Twenty-One and 51/100 Dollars (U.S. $294,121.51). The grant funds shall not be distributed in a lump sum. Grantee shall provide the City with invoices for the restaurant fixtures and equipment purchased by Grantee for use in the Fuel & Iron Food Hall.

(b) Upon expiration of the term of this Agreement or upon any prior termination, Grantee shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

4. 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.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Grantee, upon ten (10) days written notice to Grantee 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 Grantee. Cause for termination shall include any material failure by Grantee 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 Grantee, 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 Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Grantee 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.

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in 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 Grantee and City.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee 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.

15. 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.

16. SIGNATURES.

The persons signing this Agreement on behalf of Grantee represent and warrant that such persons and Grantee 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 Grantee enforceable against Grantee in accordance with its terms.

IN WITNESS, WHEREOF, the Grantee 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]

Grantee:

FUEL AND IRON COMMERCIAL, LLC
a Colorado limited liability company

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

City Clerk's Office Item # N-5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Andra Ahrens, Wastewater Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $150,000 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL, INC., FOR REGULATORY ASSISTANCE AND GENERAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City and our Engineer of Record, Brown and Caldwell, Inc for professional services associated with regulatory assistance and general engineering services. The agreement will aid with permitting or evaluation of proposed regulatory changes in hearings and workgroups, engineering support for process issues or evaluations, and support for collection system inspections and field support.

PREVIOUS COUNCIL ACTION:

Resolution No. 14081 awarded an agreement between the City of Pueblo and Brown and Caldwell, Inc., to provide engineering services for the Pueblo Wastewater Department, on November 12, 2018.

BACKGROUND:

The Wastewater Department operates the 30-year-old James R. DiIorio Water Reclamation Facility and the collection system in which 67% of the infrastructure is over 50 years old. Process issues can occur for many reasons from improperly functioning equipment to unknown sources of contaminates. Brown and Caldwell can assist with the resolution by running the Water Reclamation Facility model to determine the outcome of various scenarios that can help determine the proper action without trial and error. Large engineering firms can also request information from other engineers throughout the United States to determine what has worked in other situations. This pool of knowledge can be valuable. The impact of any regulatory changes can be more fully understood if the engineering restrictions are evaluated. Response to regulatory changes and hearing proposals often need to be submitted quickly to have them considered by the Water Quality Control Division.

This agreement between the City and Brown and Caldwell, Inc. authorizes Brown and Caldwell, Inc. to provide the Wastewater Department with access to as needed assistance to make decisions on regulatory issues, resolve issues related to operation of the Water Reclamation Facility and general engineering services.

FINANCIAL IMPLICATIONS:

Funds for this project are available from the Sewer User Fund and have been appropriated in the Sewer User Fund, Professional Services 52541200-53001.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The alternative is to wait for specific issues to occur prior to requesting funds to address them. This would potentially allow a problem to escalate to a higher level before the issue could be resolved or not allow a response to the Water Quality Control Division due to insufficient time.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Agreement for Professional Services between the City of Pueblo and Brown and Caldwell, Inc. Scope of Work is attached.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $150,000 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL, INC., FOR REGULATORY ASSISTANCE AND GENERAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo owns, operates and maintains a wastewater system subject to the requirements of the Federal Clean Water Act and the Colorado Water Quality Control Act; and

WHEREAS, the Colorado Department of Public Health and Environment may adopt the changes in regulations that may affect the compliance status of Pueblo's Water Reclamation Facility; and

WHEREAS, the James R. DiIorio Water Reclamation Facility may require general engineering recommendations and guidance; and

WHEREAS, Brown and Caldwell, Inc is the Engineer of Record for the James R. DiIorio Water Reclamation Facility, they will provide professional services; NOW, THEREFORE,

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

SECTION 1.

The Agreement for Professional Services by and between Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., a true copy of which is attached hereto and incorporated herein by reference (the "Agreement") having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds for payment for professional services under said Agreement in an amount not to exceed $150,000 shall be paid from appropriated funds budgeted in the City's 2022 Budget from the Sewer User Fund, Professional Services 52541200-53001.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
BROWN AND CALDWELL, INC.

THIS AGREEMENT is made and entered this _____ day of September, 2022, by and between Pueblo, a Municipal Corporation ("Client") and Brown and Caldwell, Inc., a California Corporation (hereinafter referred to as "Consultant") for Consultant to render professional consulting and engineering services for Client with respect to Bid **18-087 Wastewater Department Engineer of Record – Regulatory Assistance including General Engineering Services** 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 planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional consulting, engineering, assessment, support, and reporting services as set forth in Schedule 1. 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.

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

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's services are rendered.

(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.

(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 shall provide all services hereunder in a timely and efficient manner. Consultant shall provide monthly reports to the Client regarding status of all tasks.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall 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. $150,000.00, computed as set forth in Schedule 2.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and such expenses incurred. Thereafter, Client shall pay Consultant for the amount of the application within 30 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, 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 negligent errors or omissions.

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

(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. Consultant shall rely on information provided without verification unless otherwise agreed in the specific Scope of Work.

(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 drawings, specifications, 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 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 10 days 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, drawings, specifications, 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.

(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 with that level of care and skill ordinarily exercised by consultants performing similar services at the time such services are performed, 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 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) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client upon payment to Consultant for work completed, 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, designs, drawings, specifications, and all 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, 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 Client covering claims arising from the negligent acts, errors, or omissions in the services performed by Consultant for Client under this Agreement.

(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, to the extent caused by the 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 to the extent Client has paid Consultant for services performed by Consultant's subcontractors.

(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. 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 of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001, or to Consultant, Brown and Caldwell, Inc., Attn: Mary Kay Provaznik, Denver Local Leader, 1697 Cole Boulevard, Golden, Colorado, 80401. 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 as of the time of any such determination, this entire Agreement shall be void and terminated pursuant to the provisions of Section 5 without waiving any claims or defenses.

SECTION 10. 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 11. 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 has submitted a completed Colorado PERA Questionnaire and submitted to Client as reference for this Agreement.

SECTION 12. ELECTRONIC SIGNATURE

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

(Continue to next page for Signature Section.)

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]

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

_____
Laura Solano, Chief of Staff

APPROVED AS TO FORM:

_____
Dan Kogovsek, City Attorney

BROWN AND CALDWELL, INC.

By_____
Mary Kay Provaznik, Denver Local Leader

Attachments: Schedule 1: Scope of Services
Schedule 2: Fee Schedule

SCHEDULE 1 - SCOPE OF SERVICES

Excerpt from Brown and Caldwell letter to City dated August 10, 2022

Brown and Caldwell (BC) is pleased to present this proposal for continued Regulatory Assistance, General Engineering Services and Collection System Supplemental Services to the City of Pueblo's (Pueblo's) James R. Dilorio Water Reclamation Facility (WRF). With the ever-changing regulatory landscape, wastewater treatment providers are consistently faced with new and evolving regulatory requirements from the Water Quality Control Division (WQCD) and the Water Quality Control Commission (WQCC). This as-needed effort reflects the general type of assistance that could be needed while providing flexibility to respond to regulatory needs as they arise.

Phase 1: Regulatory Assistance

In order to maintain compliance while making sustainable choices, there are times when additional assistance may be needed to stay in front of regulatory issues. BC is providing this scope of work to provide such assistance on a time-and-materials basis. This scope of work outlines the tasks that BC could perform to assist Pueblo with permitting or other regulatory issues in the upcoming year. This may include items such as:

- Development of a water quality assessment (WQA) ahead of the next permit renewal, which may occur as early as Fall 2023.
- Assistance with any updates to the renewal permit application or preparation of water quality data for submittal.
- Assistance with developing reports and information associated with the DSV for the next WQCC review/update of the DSV.
- Assistance at upcoming WQCC Hearings such as Regulation 85, Regulation 32, Policy 17-1, Policy 06-1, Regulations 41 and 42, and/or Regulations 93 hearings.
- Review and comment development for the renewal permit documents when completed by the WQCD.
- Attendance of workgroup meetings or other regulatory meetings that may impact Pueblo.
- General permitting, compliance, or standards issues that may come up.

Because permitting and regulatory drivers are dynamic, BC will work closely with, and take direction from, Pueblo on an on-call basis.

Phase 2: General Engineering Services

BC will provide, as directed by Pueblo within the budget allowed for this task, additional Engineering support needed during the duration of this scope of work. Assistance may include items such as:

- Assistance with defining scope of work for new projects.
- Preparation and attendance of special workshops with BC experts.
- Preparation of documents and information for miscellaneous evaluations, studies, incidental engineering, and cost estimates.
- Other assistance as determined by Pueblo.

Phase 3: Collection System Supplemental Services

BC will provide, as directed by Pueblo within the budget allowed for this task, additional Engineering support needed during the duration of this scope of work. Assistance may include items such as:

- Field inspections.
- Survey.
- CCTV for larger diameter piping.
- Leakage detection.
- Manhole inspection.
- Preparation and attendance of special workshops with BC experts.
- Other assistance as determined by Pueblo.

Assumptions, Deliverables, and Schedule

BC assumes that Pueblo will provide any water quality data or other information that may be needed to complete the assigned tasks. Schedules and deliverables may be requested at the time of assignment and documented by email. Work on specific tasks will begin upon direction and be completed on a time-and-materials basis.

SCHEDULE 2 - FEE SCHEDULE

Excerpt from Brown and Caldwell letter to City dated August 10, 2022

Compensation

Phase 1: Regulatory Assistance

As this SOW may cover several tasks, and may include larger DSV related items, compensation is estimated at $50,000 on an on-call basis. Time-related charges will be made in accordance with our contracted rate schedule, not to exceed $50,000 without approval by Pueblo.

Phase 2: General Engineering Services

As this SOW may cover several tasks, compensation is estimated at $50,000 on an on-call basis. Time-related charges will be made in accordance with our contracted rate schedule, not to exceed $50,000 without approval by Pueblo.

Phase 3: Supplemental Collection System Services

As this SOW may cover several tasks, compensation is estimated at $50,000 on an on-call basis. Time-related charges will be made in accordance with our contracted rate schedule, not to exceed $50,000 without approval by Pueblo.

City Clerk's Office Item # N-6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Nicholas A. Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF $20,000 FROM THE TRAILHEAD INSTITUTE FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2215, AND BUDGETING AND APPROPRIATING $20,000 TO PROJECT NO. CI2215

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of $20,000.00 from the Colorado Blueprint to End Hunger, administered by the Trailhead Institute, ("Trailhead") to provide funds for hunger relief work by the Pueblo Food Project through the Food Pantry Assistance Grant Program. This Ordinance creates Project No. CI2215, budgets and appropriates the grant funds to Project No. CI2215, and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance No. 9703 on April 27, 2020, approving the initial Trailhead Grant Award, establishing Project No. CI2009, and budgeting and appropriating the initial grant funds to Project No. CI2009. City Council approved Ordinance No. 9733 on July 14, 2020, approving a second Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9833 on December 14, 2020 approving another Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9936, on May 24, 2021, approving another Trailhead Grant Award, of $10,450 and budgeting and appropriating funds to Project No. CI2112. City Council also approved Ordnance No. 10063 on December 13, 2021 Trailhead Grant Award for Food Pantry Assistance establishing Project No. CI2122.

BACKGROUND:

The Pueblo Food Project applied for a grant administered by the Colorado Blueprint to End Hunger, to support hunger relief efforts in Pueblo via the Pueblo Food Project community pantry. The grant proposal was accepted and awarded in the amount of $20,000. These funds are to be used in accordance with the submitted proposal. All activities are geared towards hunger relief.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Upon passage of the Ordinance, the City of Pueblo will receive the entire $20,000.00 on behalf of the Pueblo Food Project. The total grant budget for Project No. CI2215 will become $20,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Grant Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF $20,000 FROM THE TRAILHEAD INSTITUTE FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2215, AND BUDGETING AND APPROPRIATING $20,000 TO PROJECT NO. CI2215

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

SECTION 1.

The Grant Agreement for Colorado Food Pantry Assistance purposes dated August 23, 2022("Agreement") between the City of Pueblo, a Municipal Corporation, on behalf of the Pueblo Food Project, and the Trailhead Institute, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

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

SECTION 3.

Project No. CI2215 is hereby created.

SECTION 4.

Funds in the amount of $20,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2215.

SECTION 5.

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

SECTION 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 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 REZONING 14.1-ACRES GENERALLY LOCATED SOUTH OF OAKSHIRE LANE, NORTH OF 13TH STREET, AND WEST OF BEAUMONT AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND S-1, GOVERNMENTAL USE ZONE DISTRICT TO R-4, MIXED RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 14.1-acres from R-2, Single Family Residential Zone District and S-1, Governmental Use Zone District to R-4, Mixed-Residential Zone District to facilitate the development of a new apartment complex.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The current request is to rezone the 14.1-acre property from S-1 and R-2 to R-4 Mixed Residential District to support the conduction of a new apartment complex. The site is in the Eastwood Heights Neighborhood directly west of Eva Baca Elementary School on Oakshire Lane. The purpose of the R-4 Zone District is "designed to retain and provide areas with comingling or single-family dwelling units and limited multifamily dwelling unit structures." The applicant's intended use is categorized as "Residence, multifamily" and is a Use By Right in the proposed R-4 Zone District. The area is designated as Urban Neighborhood Future Land Use Category, which allows for small scale multifamily dwellings and densities of 6-16 units per acre. The proposed density will be 10 units per acre. The site is well situated for direct access to Oakshire Lane and connections to Troy Avenue and nearby highways while directing traffic west, away from the established Eastwood Heights neighborhood. The applicant has provided a conceptual site plan detailing a 132-unit apartment complex with 10 buildings, including a club house, pool, and playground. The applicant will be providing 269 parking spaces (30 in

a garage) or 2 spaces per unit, which is more than the required 1.5 parking spaces per unit. The site plan shows two types of housing structures located on the property with a mix of one- and two-story buildings. The development will require a subdivision and at that time, City departments will review the proposed plat and later the commercial site plan for conformance with all applicable regulations. The termination of 14th through 17th streets along the eastern boundary of the proposed rezoning site will be addressed in the subdivision process. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission August 10, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE REZONING 14.1-ACRES GENERALLY LOCATED SOUTH OF OAKSHIRE LANE, NORTH OF 13TH STREET, AND WEST OF BEAUMONT AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND S-1, GOVERNMENTAL USE ZONE DISTRICT TO R-4, MIXED RESIDENTIAL 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 R-2, Single Family Residential Zone District and S-1, Governmental Use Zone District to R-4, Mixed Residential Zone District:

All of the SW1/4 of the SE1/4 of the NW1/4; Except the South 60 feet conveyed to Pueblo, a Municipal corporation, in instrument recorded August 23, 1967 in Book 1620 Page 675, The E1/2 of the NW1/4 of the SE1/4 of the NW1/4; and the North 260 feet of the West 257.5 feet of the NE1/4 of the SE1/4 of the NW1/4, All in Section 28, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado, Except that portion now platted as Sagebrush Heights Subdivision, 2nd Filing, County of Pueblo, State of Colorado

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor
and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

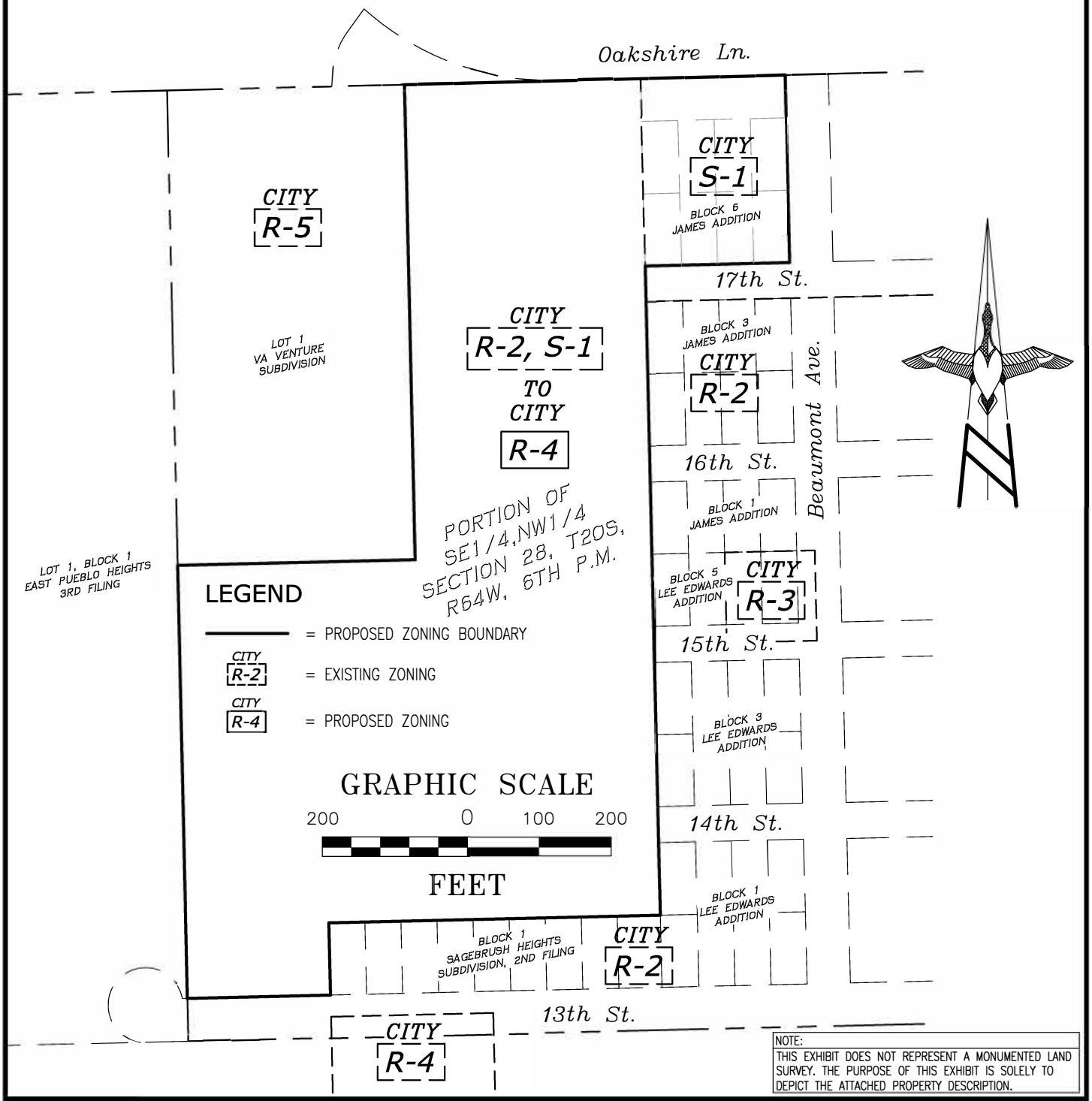
_____
President of City Council

ATTEST

_____
City Clerk

ZONING EXHIBIT

ALL OF THE SW1/4 OF THE SE1/4 OF THE NW1/4; EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675; THE E1/2 OF THE NW1/4 OF THE SE1/4 OF THE NW1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NE1/4 OF THE SE1/4 OF THE NW1/4; ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. THE PURPOSE OF THIS EXHIBIT IS SOLELY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

ALTURA
LAND CONSULTANTS
6950 S. Tucson Way, Unit C Centennial, CO 80112 Phone: (720) 488-1303

SHEET 1 OF 1

JOB NO. 22047
DATE: 6/29/22
SCALE: 1" = 200'

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, August 10, 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, Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Sr. Planner, Melanie Turner, Interim Traffic Engineer.

APPROVAL OF AGENDA

Commissioner Bailey moved to approve the agenda
Seconded by Aznar
Motion carried 7-0

PUBLIC HEARING AND ACTION

1. **Z-22-12 Rezoning:** Compass Point Apartments, Parcel 428200007, generally located on Oakshire Lane south from the end of 17th St. to 14th St. Rezoning 14 acres currently zoned Single Family Residential (R-2) zone district and Governmental Zone District (S-1) to R-4 (Mixed Residential District).

BACKGROUND

Staff report by Wade Broadhead

The current request is to rezone the 14.1-acre property from S-1 and R-2 to R-4 Mixed Residential District to support the conduction of a new apartment complex. The site is located in the Eastwood Heights Neighborhood directly west of Eva Baca Elementary School on Oakshire Lane. The purpose of the R-4 Zone District is "designed to retain and provide areas with comingling or single-family dwelling units and limited multifamily dwelling unit structures." The applicant's intended use is categorized as "Residence, multifamily" and is a Use By Right in the proposed R-4 Zone District. The area is designated as Urban Neighborhood Future Land Use Category, which allows for small scale multifamily dwellings and densities of 6-16 units per acre. The proposed density will be 10 units per acre. The site is well situated for direct access to Oakshire Lane and connections to Troy Avenue and nearby highways while directing traffic west, away from the established Eastwood Heights neighborhood located directly to the east

The applicant has provided a conceptual site plan detailing a 132-unit apartment complex with 10 buildings, including a club house, pool, and playground. The applicant will be providing 269 parking spaces (30 in a garage) or 2 spaces per unit, which is more than the required 1.5 parking spaces per unit. The site plan shows two types of housing structures located on the property with a mix of one- and two-story buildings. The development will require a subdivision and at that time, City departments will review the proposed plat and later the commercial site plan for conformance with all applicable regulations. 17th through 14th streets dead terminate along the eastern periphery of the proposed rezoning site. The treatment of those street terminations will be handled in the subdivision process. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

COMPREHENSIVE PLAN COMPLIANCE:

The project site has been designated by the Pueblo Comprehensive Plan as "Urban Neighborhood." According to the Pueblo Comprehensive Plan, *Urban Neighborhoods*, are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that primary land uses are single-family attached and attached homes, duplex and townhomes, with densities of 6 to 16 units with supporting land uses consisting of small-scale multifamily dwellings and other complimentary uses. This parcel, while adjacent to established pre 1950 neighborhoods, is along a stretch of land that developed later than 1950s and has a slightly different character than the traditional Urban Neighborhood. Large undeveloped prairie parcels are more representative of edge city development where larger apartments are commonly located. The rezoning conforms to the residential density and provides adequate housing opportunity close to city infrastructure and services. The proposed rezoning site is located in the Eastwood Heights Neighborhood along Oakshire Lane, a mixed-use Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed R-4, Mixed-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Pueblo Regional Comprehensive plan.

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

HEARING:

Brenda Haddad, Kittle Property and applicant, testified in favor of the rezoning application. Informed Board of her positive meetings with the neighbors.

Bryan Gallagher, Housing Director, spoke on the need for additional affordable housing in the city.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0**.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-12

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 10, 2022
SUBJECT:	Rezone from R-2, Single Family Residential District and S-1, Governmental Zone District to R-4, Mixed Residential District
APPLICANT:	Brenda Haddad Kittle Property Group
PROPERTY OWNER:	Eusabio Concialdo, Anne Gaye Concialdi, Anna Marie Colalancia, Donata Colalancia
LOCATION:	Generally located on Oakshire Lane south from the end of 17th St. to 14th St.
CONCURRENT REQUESTS:	None

REQUEST:
Th applicant is requesting to rezone one parcel (14.1 acres) from R-2, Single Family Residential and S-1, Governmental Zone District, to R-4, Mixed-Residential District to facilitate the development of a new apartment complex.

BACKGROUND AND ANALYSIS:
The current request is to rezone the 14.1-acre property from S-1 and R-2 to R-4 Mixed Residential District to support the conduction of a new apartment complex. The site is located in the Eastwood Heights Neighborhood directly west of Eva Baca Elementary School on Oakshire Lane. The purpose of the R-4 Zone District is "designed to retain and provide areas with comingling or single-family dwelling units and limited multifamily dwelling unit structures." The applicant's intended use is categorized as "Residence, multifamily" and is a Use By Right in the proposed R-4 Zone District. The area is designated as Urban Neighborhood Future Land Use Category, which allows for small scale multifamily dwellings and densities of 6-16 units per acre. The proposed density will be 10 units per acre. The site is well situated for direct access to Oakshire Lane and connections to Troy Avenue and nearby highways while directing traffic west, away from the established Eastwood Heights neighborhood located directly to the east

The applicant has provided a conceptual site plan detailing a 132-unit apartment complex with 10 buildings, including a club house, pool, and playground. The applicant will be providing 269 parking spaces (30 in a garage) or 2 spaces per unit, which is more than the required 1.5 parking spaces per unit. The site plan shows two types of housing structures located on the property with a mix of one- and two-story buildings. The

development will require a subdivision and at that time, City departments will review the proposed plat and later the commercial site plan for conformance with all applicable regulations. 17th through 14th streets dead terminate along the eastern periphery of the proposed rezoning site. The treatment of those street terminations will be handled in the subdivision process. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is currently undeveloped prairie and will be subdivided before development.

- **Neighborhood Compatibility:**

North	R-2, single family housing and undeveloped prairie
East	S-1 and R-2, Eva Baca Elementary School and single-family residential housing
South	R-2 and R-4, Single Family Housing, and apartment complex
West	R-5 and S-1, Retirement complex, community solar farm

- **Comprehensive Plan Compliance:**
- The project site has been designated by the Pueblo Comprehensive Plan as "Urban Neighborhood." According to the Pueblo Comprehensive Plan, *Urban Neighborhoods*, are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that primary land uses are single-family attached and attached homes, duplex and townhomes, with densities of 6 to 16 units with supporting land uses consisting of small-scale multifamily dwellings and other complimentary uses. This parcel, while adjacent to established pre 1950 neighborhoods, is along a stretch of land that developed later than 1950s and has a slightly different character than the traditional Urban Neighborhood. Large undeveloped prairie parcels are more representative of edge city development where larger apartments are commonly located. The rezoning conforms to the residential density and provides adequate housing opportunity close to city infrastructure and services. The proposed rezoning site is located in the Eastwood Heights Neighborhood along Oakshire Lane, a mixed-use Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed R-4, Mixed-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Pueblo Regional Comprehensive plan.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size, width and area:**
  The proposed 14.17-acre lot meets the minimum lot area. Based on number of units the minimum lot size is 132,000 square feet and the property contains over 600,000 square feet.
  The proposed lot has a 380-foot lot width, which meets the minimum 50-foot lot width minimum.
- **Lot coverage:**
  - The R-4 Zone District allows a maximum lot coverage of 50-percent.

- The preliminary plan shows lot coverage at less than 40%

- **Zone District Performance Standards:**

The R-4 Zone District Performance Standards (Sec. 17-4-4(a)) provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood, since the proposed development is planned at 132 units, development must comply with Section 17-4-4(a)(1) & (2) below:

(1) Three (3) to Five (5) family unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling area.
(2) Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, other permitted uses shall provide at least five thousand (5,000) square feet of lot area. Residential structures, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) in landscaped open space; or if four or more habitable stories, shall provide at least fifty percent of the parcel in landscaped open space. The performance standards in Section 17-4-5 shall apply in the R-5 District.

The applicant needs 132,000 square feet of lot area to conform to the code requirements and presently they have approximately 600,000 square feet for development. There is more than enough space for the 20% required landscaped area after accounting for the required 132,000 square feet.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- Comments **The property owner has signed the application.**

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

- Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

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

- Comments **The applicant proposes to implement a new apartment use.**

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

- Comments **A site plan is attached to the staff report and will be submitted separately for commercial site plan review.**

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

- Comments **The applicant will begin development in 2023.**

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

- Comments **The applicant has a track record of executing large scale apartment projects across the United States**

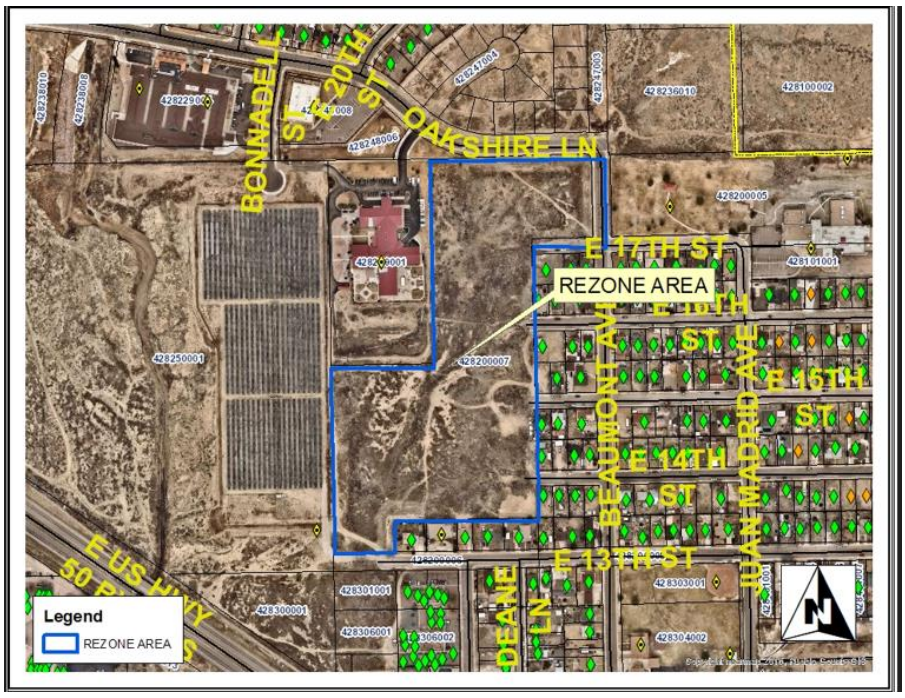
RECOMMENDED ACTION:

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

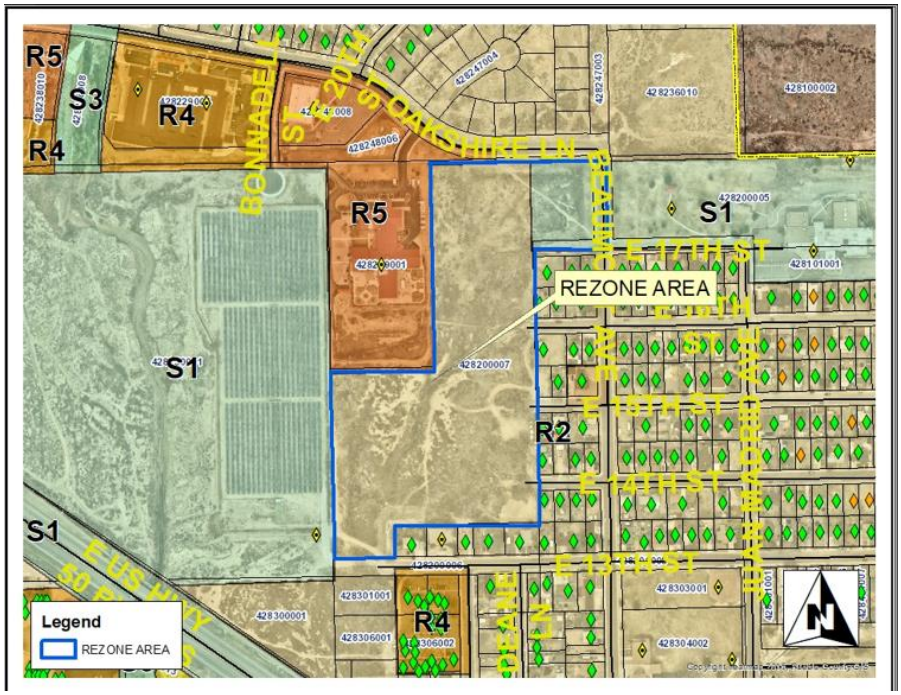
ATTACHMENTS:

- **A. Arial Photograph**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Site Photographs**
- **E. Application**
- **F. Rezoning Exhibit**
- **G. Proposed Site Plan and Elevations**

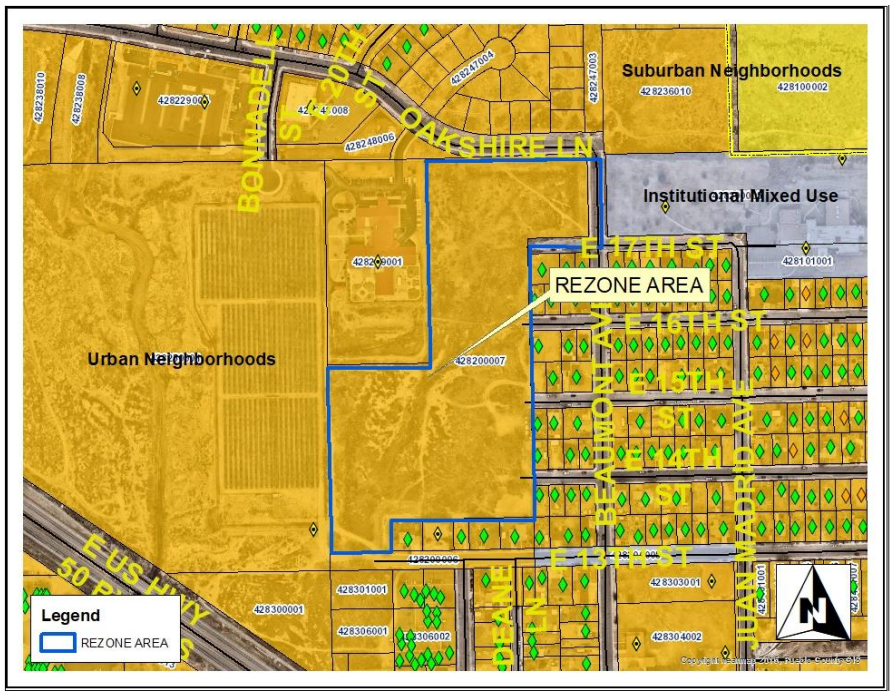
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



Public Notice Poster



Site overview photo looking west



Site overview looking southeast

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: Eusabio Richard Concialdo, Anne Gaye Concialdi, Anna Marie Colalancia, Donato Colalancia	
Company:	
Address: 1007 W Orman Avenue Pueblo, CO	Zip: 81004
Phone: ( )	Email: See Walt Pickard's contact information below
Applicant	
Name: Brenda Haddad	
Company: Kittle Property Group	
Address: 310 E. 96th Street, Suite 400	Zip: 46240
Phone: ( ) 417-529-8929	Email: bhaddad@kittleproperties.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Walt Pickard (owner representative)	
Company: Re/Max of Pueblo	
Address: 511 W 29th Street Suite A, Pueblo, CO	Zip: 81008
Phone: ( ) 719-240-7301	Email: waltpickard@comcast.net
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: SWC of Oakshire Lane and Beaumont Street (address or general description)	
Parcel# 0428200007	
Legal Description: All of the SW1/4 of the SE1/4 of the NW1/4; Except the South 60 feet conveyed to Pueblo, a Municipal corporation, in instrument recorded August 23, 1967 in Book 1620 at Page 675, The	
Subdivision: 1 Eastwood Lower Eastside	Acreage: 14.179
Existing Zone District: R2, S1	**Proposed Zone District:** R4

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

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

Please see attached sheet.

Description of area surrounding proposed development:

It's surrounded by the Veterans Affairs Office, single family neighborhoods and close to the under-construction new Pueblo East High School with ease of access to Highway 50 and Highway 47 and is next to the city bus line.

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.

Please see attached sheet.

☑ 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: January 1, 2023

Estimated date for completion of project: October 1, 2024

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

Kittle Property Group is a vertically integrated company that has developed over 145 multi-family housing properties across 18 states. Kittle Property Group will be submitting a 4% LIHTC application to CHFA for state and federal funding.

☑ 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

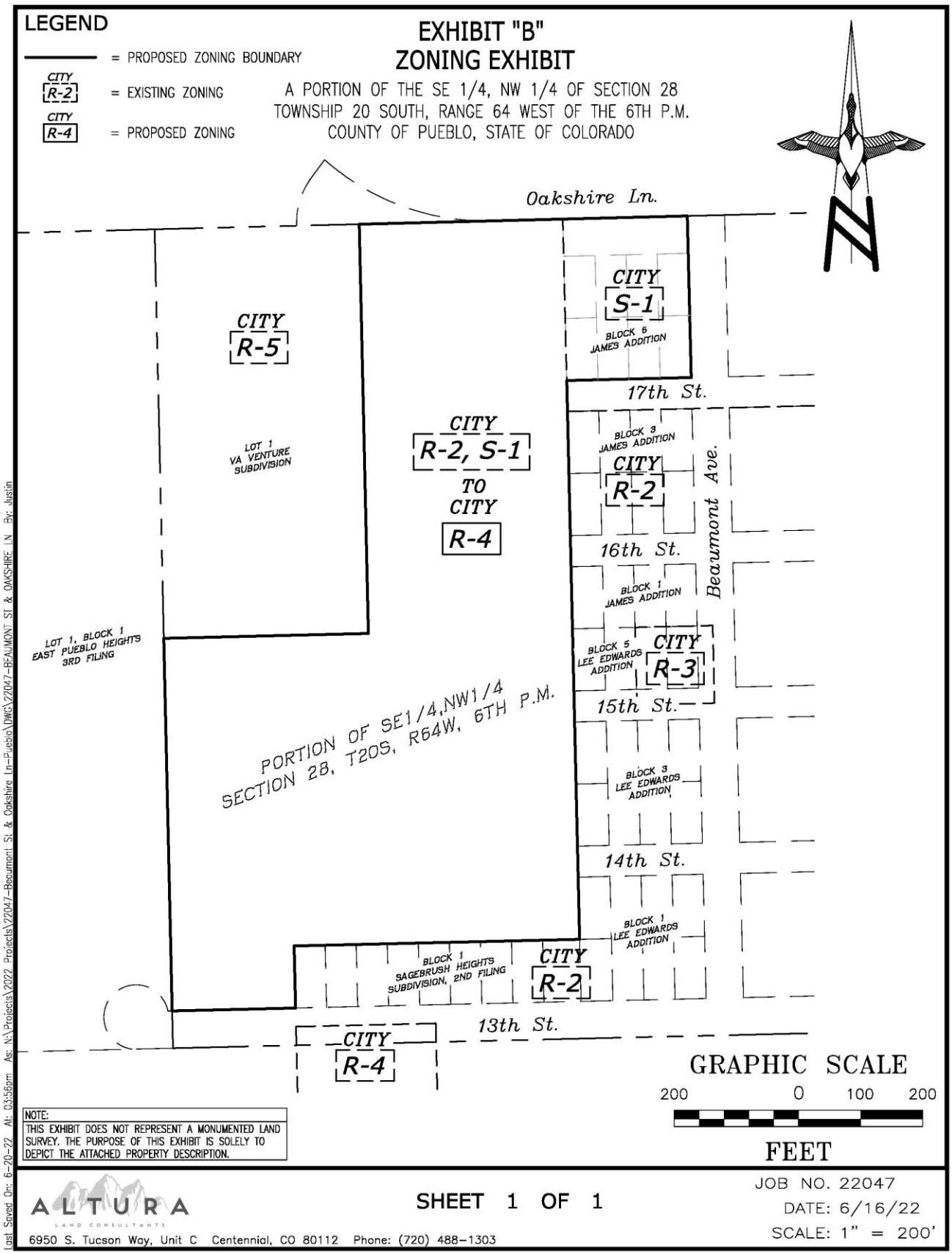
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

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:	Anne Concialdi	Eusabio Concialdi	
Signature:	Anne Gaye Concialdi	Eusabio Richard Concialdi	Date: 06/03/2022
~~Applicant, if different from Property Owner~~			
Print Name:	Anna Colalancia	Donato Colalancia	
Signature:	Anna Marie Colalancia	Donato Colalancia	Date: 06/03/2022

Applicant Name: Brenda Haddad for Kittle Property Group

Brenda Haddad 6/3/22


LEGEND
= PROPOSED ZONING BOUNDARY
CITY R-2 = EXISTING ZONING
CITY R-4 = PROPOSED ZONING
EXHIBIT "B"
ZONING EXHIBIT
A PORTION OF THE SE 1/4, NW 1/4 OF SECTION 28
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO
Oakshire Ln.
CITY R-5
CITY S-1
BLOCK 6 JAMES ADDITION
17th St.
CITY R-2, S-1 TO CITY R-4
LOT 1 VA VENTURE SUBDIVISION
BLOCK 3 JAMES ADDITION
CITY R-2
Beaumont Ave.
16th St.
BLOCK 1 JAMES ADDITION
LOT 1, BLOCK 1 EAST PUEBLO HEIGHTS 3RD FILING
BLOCK 5 LEE EDWARDS ADDITION
CITY R-3
15th St.
PORTION OF SE1/4,NW1/4 SECTION 28, T20S, R64W, 6TH P.M.
BLOCK 3 LEE EDWARDS ADDITION
14th St.
BLOCK 1 LEE EDWARDS ADDITION
BLOCK 1 SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING
CITY R-2
13th St.
CITY R-4
GRAPHIC SCALE
200 0 100 200
FEET
NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. THE PURPOSE OF THIS EXHIBIT IS SOLELY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.
ALTURA LAND CONSULTANTS
6950 S. Tucson Way, Unit C Centennial, CO 80112 Phone: (720) 488-1303
SHEET 1 OF 1
JOB NO. 22047
DATE: 6/16/22
SCALE: 1" = 200'
Last Saved On: 6-20-22 At: 03:56pm As: N:\Projects\2022 Projects\22047-Beaumont St & Oakshire ln-Pueblo\DWG\22047-BEAUMONT ST & OAKSHIRE LN By: Justin

COMPASS POINTE

DEVELOPER

KITTLE PROPERTY GROUP
310 E 96th St, Suite 400
Indianapolis, IN 46240

Contact: Brenda Haddad
Email: BHaddad@kittleproperties.com

ARCHITECT

KITTLE PROPERTY GROUP
310 E 96th St, Suite 400
Indianapolis, IN 46240

Contact: Elizabeth Eby
Email: EEby@kittleproperties.com

CONTRACTOR

KITTLE PROPERTY GROUP
310 E 96th St, Suite 400
Indianapolis, IN 46240

Contact: Jay Kellogg
Email: jkellogg@kittleproperties.com



SITE AERIAL



VICINITY MAP

SHEET LIST

000	COVER SHEET
ASP-1	ARCHITECTURAL SITE PLAN
A-201	3BR8+2BR8+1BR8 - EXTERIOR ELEVATIONS
A-202	2BR16+1BR8 - EXTERIOR ELEVATIONS
A-203	3BR8+4BR4 - EXTERIOR ELEVATIONS
A-204	2BR4 COTTAGE - EXTERIOR ELEVATIONS
A-205	CLUBHOUSE - EXTERIOR ELEVATIONS



CLUBHOUSE RENDERING



COTTAGE RENDERING

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310 East 96th Street, Suite 400
Indianapolis, IN 46240
(317) 846-3111
www.kittleproperties.com

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PROJECT TITLE
COMPASS POINTE
OAKSHIRE LANE AND BEAUMONT ST
PUEBLO, CO 81001

SHEET TITLE
COVER SHEET

ISSUED FOR: DATE:

REVISIONS
MARK DATE REVISION

DO NOT SCALE PRINTS - USE FIGURES DIMENSIONS ONLY

JOB NO
22-004

SHEET NUMBER
000

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PUEBLO, COLORADO SITE PLAN

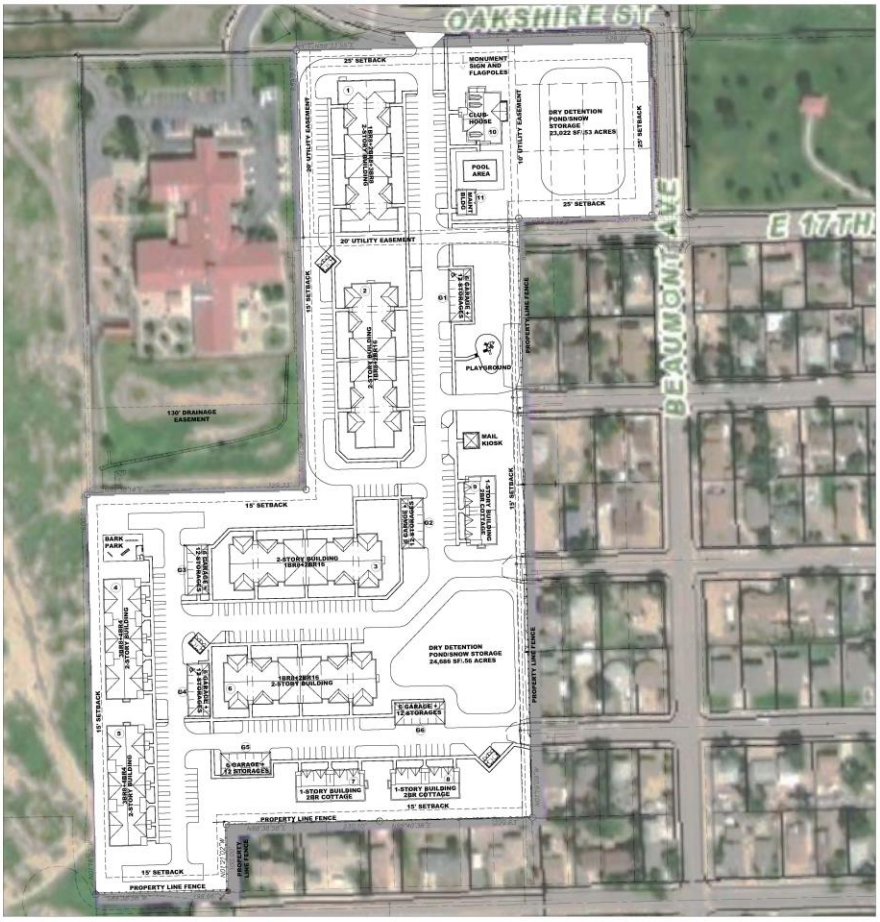
SITE:
~14.179 ACRES
132 DWELLING UNITS

DENSITY:
10 DWELLING UNITS/ACRE

PROJECT SCOPE:
(1) 1BR8+2BR8+3BR8
(3) 1BR8+2BR16
(2) 3BR8+4BR4
(3) 2BR COTTAGE
(6) GARAGES + 12 STORAGE UNITS

AMENITIES:
CLUBHOUSE WITH POOL
MAINTENANCE BUILDING
MAIL KIOSK
BARK PARK
PLAYGROUND
BIKE RACKS
MONUMENT SIGN
DUMPSTER ENCLOSURES
PRIVACY FENCE

PARKING SPACES:
239 SURFACE PARKING SPACES
(MINIMUM OF 9 TO BE ACCESSIBLE)
30 GARAGE SPACES
269 TOTAL (2.04 SPACES/DU)



PROPOSED SITE PLAN
SCALE: 1:60

KITTLE PROPERTY GROUP, INC.
310 East 96th Street, Suite 400
Indianapolis, IN 46240
(317) 846-3111
www.hermankittle.com

SEAL

PROJECT TITLE
COMPASS POINTE
Oakshire Lane and Beaumont St
Pueblo, CO 81001

SHEET TITLE
PROPOSED SITE PLAN

ISSUED FOR DATE

REVISIONS
MARK DESCRIPTION DATE

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JOB NO.
22-004

SHEET NUMBER
ASP-1


1 3BR8+2BR8+1BR8 - FRONT ELEVATION
5 SECTION
3 3BR18+2BR8+1BR8 - RIGHT ELEVATION
2 3BR8+2BR8+1BR8 - LEFT ELEVATION
4 3BR8+2BR8+1BR8 - REAR ELEVATION
ELEVATIONS KEYNOTES
BUILDING EXTERIOR MATERIAL PERCENTAGE BREAKDOWN:
BRICK VENEER = 30%
SIDING = 70%
SIDING COLORS
COLOR 1 : SW 7622 "HOMBURG GRAY"
COLOR 2 : SW 6189 "OPALINE"
COLOR 3 : SW 7705 "WHEAT PENNY"
TRIM: SW 7005 "PURE WHITE"
ARCHITECT OF RECORD
KITTLE PROPERTY GROUP INC
310 East 96th Street, Suite 400
Indianapolis, IN 46240
(317) 846-3111
www.kittleproperties.com
SEAL
PROJECT TITLE
COMPASS POINTE
Oakshire Lane and Beaumont St
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ISSUED FOR
DATE
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DESCRIPTION
DATE
DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY
PROJECT NO.
22-004
SHEET TITLE
ELEVATIONS - 3BR8+2BR8+1BR8
SHEET NUMBER
A-201


1 2BR16+1BR8 FRONT ELEVATION
3/32" = 1'-0"
5 BALCONY SIDE ELEVATION
3/32" = 1'-0"
3 2BR16+1BR8 RIGHT ELEVATION
3/32" = 1'-0"
2 2BR16+1BR8 LEFT ELEVATION
3/32" = 1'-0"
ELEVATIONS KEYNOTES
4 2BR16+1BR8 REAR ELEVATION
3/32" = 1'-0"
6 BREEZEWAY INTERIOR ELEVATION
3/32" = 1'-0"
ARCHITECT OF RECORD
KITTLE
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www.kittleproperties.com
SEAL
PROJECT TITLE
COMPASS POINTE
Oakshire Lane and Beaumont St
Pueblo, CO 81001
ISSUED FOR:
DATE
REVISIONS
MARK
DESCRIPTION
DATE
DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY
PROJECT NO.
22-004
SHEET TITLE
ELEVATIONS
2BR16+1BR8
SHEET NUMBER
A-202
T:\WP Architectural\WP Projects\2022\22-001 Lebanon IN - 2802 North State Road 39\3. CAD\2BR16+1BR8.rvt
6/3/2022 3:14:55 PM



1 BUILDING 3BR8+4BR4 - FRONT ELEVATION
3/32" = 1'-0"



2 BUILDING 3BR8+4BR4 - REAR ELEVATION
3/32" = 1'-0"



3 BUILDING 3BR8+4BR4 - LEFT SIDE ELEVATION
3/32" = 1'-0"



4 BUILDING 3BR8+4BR4 - RIGHT SIDE ELEVATION
3/32" = 1'-0"

ELEVATION KEYNOTES	
Key Value	Keynote Text
E1	DIMENSIONAL ASPHALT SHINGLE ROOF - 30 YEAR WARRANTY
E2	BRICK - COLOR NO. 1
E3	VERTICAL FIBER CEMENT BOARD AND BATTEN - COLOR 1
E5	VINYL WINDOWS - SEE WINDOW SCHEDULE
E7	BRICK SILL - COLOR NO. 2
E8	BRICK HEADER - SLAY GRAY (GENERAL SHALE)
E9	WOOD BEAM / 1X12 COMPOSITE WRAP - SEE STRUCTURE FOR DIM
E10	6X6 COMPOSITE "REAL" COLUMN, CUFFED AND PAINTED - ALL PORCHES AND BALCONIES
E12	6" ALUMINUM GUTTER & DOWNSPOUTS, PRE-FINISHED
E13	DOWNSPOUTS (TYP.) TO TIE INTO STORM DRAINS
E15	RIDGE VENT
E16	DIVISION WALL BETWEEN BALCONIES -
E18	VINYL COMPOSITE RAILING
E20	6" TRIM BOARDS
E22	1x6 TRIM WRAP CONTINUOUS AROUND BLDG AT ROOF LINE
E23	FIBERGLASS ENTRY/PATIO DOOR
E25	FIBER CEMENT LAP SIDING - COLOR 2 (LIGHT COLOR)
E26	FIBER CEMENT LAP SIDING - COLOR 3 (DARK COLOR)
E29	2'x 5' WINDOWS SHUTTERS ON BACK OF BUILDINGS 7 AND 13 ONLY

BUILDING EXTERIOR MATERIAL PERCENTAGE BREAKDOWN:

BRICK VENEER = 30%

SIDING = 70%

SIDING COLORS
COLOR 1: SW 7622 "HOMBURG GRAY"
COLOR 2: SW 6189 "OPALINE"
COLOR 3: SW 7706 "WHEAT PENNY"
TRIM: SW 7005 "PURE WHITE"

ARCHITECT OF RECORD

KITTLE PROPERTY GROUP INC
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(317) 846-3111
www.kittleproperties.com

SEAL

PROJECT TITLE

COMPASS POINTE

Oakshire Lane and Beaumont St.
Pueblo, CO 81001

ISSUED FOR | DATE

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PROJECT NO.
22-004

SHEET TITLE
3BR8+4BR4 - ELEVATIONS

SHEET NUMBER
A-203

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COMPASS POINTE

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Pueblo, CO 81001

ISSUED FOR: DATE

REVISIONS
MARK DESCRIPTION DATE

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PROJECT NO.
22-004

SHEET TITLE
COTTAGE 2BR4 - EXTERIOR ELEVATIONS

SHEET NUMBER
A-204

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4 LEFT ELEVATION
3/32" = 1'-0"



3 RIGHT ELEVATION
3/32" = 1'-0"



2 BACK ELEVATION
3/32" = 1'-0"



1 FRONT ELEVATION
3/32" = 1'-0"

KEYNOTE LEGEND	
#	KEYNOTE TEXT
A1	LAUNDRY SHELF 12"D AT 5'-0" AFF TYP. 48" AFF ACC. UNITS
A2	(3) 16" SHELVES, SEE 6/A.310
A8	24" TOWEL BAR - PROVIDE BLOCKING AS REQUIRED
E1	DIMENSIONAL ASPHALT SHINGLE ROOF - COLOR: RUSTIC BLACK
E2	WING SIZE BRICK - COLOR: INDIANA MILLSTONE
E5	WINDOWS W/ 3.5" WHITE DECORATIVE TRIM SURROUND
E6	TRIM BETWEEN WINDOWS - TYP.
E7	BANDING BRICK (MODEL CHAMFER) - COLOR: 1107
E9	1X8 AND 1X6 FASCIA BAND BD. AT BRICH / SMART TRIM TRANSITION AND CORNERS
E12	6" ALUMINUM GUTTER & DOWNSPOUTS, PRE-FINISHED
E16	2 PANEL DOOR - 6 LITE MUTTON (THROUGHOUT)
E25	FIBER CEMENT LAP SIDING - COLOR 2
E26	FIBER CEMENT LAP SIDING - COLOR 3
R1	DIMENSIONAL ASPHALT SHINGLE ROOF - 40 YEAR WARRANTY
R2	RIDGE VENT
R3	6" ALUMINUM GUTTER
R4	DOWNSPOUTS / PROVIDE SPLASH BLOCK AT DOWNSPOUTS (TYP.)
R5	DRAFT STOP
R6	FIRE TREATED OSB 4' EITHER SIDE
R8	8" ALUMINUM GUTTER PRE-FINISHED
R9	RIDGE VENT
R10	ROOF HATCH
T1	36" GRAB BAR - MOUNT AT +33" A.F.F.
T2	42" GRAB BAR - MOUNT AT +33" A.F.F.
T3	18" VERTICAL GRAB BAR - MOUNT AT +48" A.F.F. TO BOTTOM
T4	TOILET TISSUE DISPENSER - MOUNT BOTTOM AT + 19" A.F.F.
T5	PAPER TOWEL DISPENSER - MOUNT BOTTOM AT 48" A.F.F.
T6	WALL MIRROR - 48" HIGH BY WIDTH OF COUNTER - MOUNT BOTTOM AT TOP OF BACKSPLASH
T7	SANITARY NAPKIN DISPENSER - MOUNT BOTTOM AT +42" A.F.F.
T8	SOAP DISPENSER - BOTTOM AT 4" ABOVE FIXTURE

ARCHITECT OF RECORD

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SEAL

PROJECT TITLE

COMPASS POINTE

Oakshire Lane and Beaumont St
Pueblo, CO 81001

ISSUED FOR	DATE

REVISIONS

MARK	DESCRIPTION	DATE

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PROJECT NO.
22-004

SHEET TITLE
CLUBHOUSE ELEVATIONS

SHEET NUMBER
A-205

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6/3/2022 3:40:13 PM

July 25, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Brenda Haddad and the The Kittle Property Group** for the approval of the following application(s):

Rezone (Z-22-12): Parcel 0428200007, legal on file at the Department of Planning and Community Development: rezoning approximately 14 acres generally located **on Oakshire south from the end of 17th street to 14th street** from Single Family Residential (R-2) and Governmental (S-1) Zone District to Mixed Residential (R-4) Zone District.

The Planning and Zoning Commission meeting will be held on August 10, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

July 25, 2022

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

CASE NUMBER Z-22-12

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 PARCEL 428200007 to be sent to the attached list of owners of the real property line within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

7-25-22
(Date)

PUEBLO PLANNING AND 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 PARCEL 428200007, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7-25-22
(Date)

PUEBLO PLANNING AND ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
CONCIALDI EUSABIO RICHARD/CONCIAL	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
PUEBLO MUNICIPAL CORP	1127 THATCHER AVE	PUEBLO	CO	81004
COLORADO BLUESKY ENTERPRISES INC	115 W 2ND ST	PUEBLO	CO	81003-3223
VIGIL LOUIS T + VIGIL BARBARA M	1215 DEANE LN	PUEBLO	CO	81001-4732
SOTO VERONICA MOLINA + DIAZ JESUS	1219 BEAUMONT AVE	PUEBLO	CO	81001-4728
FERNANDEZ NATHAN P	1221 BEAUMONT AVE	PUEBLO	CO	81001-4728
MONDRAGON ELMER + MONDRAGON I	1250 AMARILLO AVE	PUEBLO	CO	81001-4773
VIGIL MARIA DEL REFUGIO	13 HADLEY RILL	PUEBLO	CO	81001-1719
TAFOYA TONY/TAFOYA CAROL JEAN + S	1302 BEAUMONT AVE	PUEBLO	CO	81001-4729
HOUSING AUTHORITY OF PUEBLO + OAK	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
MARTINEZ RICHARD	1502 BEAUMONT AVE	PUEBLO	CO	81001-4738
OAKSHIRE LN CO LLC + C/O MORTIMER +	1910 W SUNSET BLVD STE 6	LOS ANGEL	CA	90026-4990
VA VENTURE PUEBLO LLC	1947 N WOODLAWN AVE	GRIFFITH	IN	46319-1047
CORDOVA JOHN B + CORDOVA JOHNNII	2412 PINE ST	PUEBLO	CO	81004-3931
VIGIL WILLIAM D	2511 E 12TH ST	PUEBLO	CO	81001-4706
CONTRERAS DON R/CONTRERAS PATSY	2517 E 13TH ST	PUEBLO	CO	81001-4700
ALGIEN JEANNINE G	2531 E 13TH ST	PUEBLO	CO	81001-4700
MEDINA JESSE THOMAS	2601 E 13TH ST	PUEBLO	CO	81001-4710
MEDINA DONALD/MEDINA RELLA	2607 E 13TH ST	PUEBLO	CO	81001-4710
APODACA TINA M	2612 E 13TH ST	PUEBLO	CO	81001-4711
HERNANDEZ PRAXEDIS/HERNANDEZ DC	2618 E 13TH ST	PUEBLO	CO	81001-4711
LOVATO AUDILIA	2621 E 14TH ST	PUEBLO	CO	81001-4744
HERRERA RICHARD/HERRERA GUADALL	2623 E 16TH ST	PUEBLO	CO	81001-4720
VIGIL ELI G	2624 E 14TH ST	PUEBLO	CO	81001-4713
FRISBY PAUL BRADLEY/FRISBY VERONI	2626 E 14TH ST	PUEBLO	CO	81001-4713
TAFOYA DAVID A/TAFOYA FRED/TAFOY	2626 E 15TH ST	PUEBLO	CO	81001-4717
LERMA BERNADETTE J/LERMA JUAN A	2627 E 14TH ST	PUEBLO	CO	81001-4744
FRANK DAVID H/FRANK SHELLY A	2628 E 14TH ST	PUEBLO	CO	81001-4713
ALCON ELIZABETH	2629 E 14TH ST	PUEBLO	CO	81001-4744
JUAREZ NADINE	2630 E 16TH ST	PUEBLO	CO	81001-4721
LOPEZ ROBERT JR	2630 E 17TH ST	PUEBLO	CO	81001-4724
VALENZUELA TORRES LUIS MARIO/VALE	2631 E 16TH ST	PUEBLO	CO	81001-4720
FIGUEROA NORMA	2632 E 17TH ST	PUEBLO	CO	81001-4724
RODRIGUEZ PEGGY L	2633 E 15TH ST	PUEBLO	CO	81001-4716
RIVERA BENJAMIN H	2634 E 16TH ST	PUEBLO	CO	81001-4721
VIGIL PETE A/VIGIL JUDY A	2637 E 13TH ST	PUEBLO	CO	81001-4710
MOLINA JESUS	2638 E 13TH ST	PUEBLO	CO	81001-4711
RUBIO FRANK SR/RUBIO MARTIN	2640 TOMAH PL	COLORADC	CO	80918-2031
PINO EVA ROSE	2645 E 13TH ST	PUEBLO	CO	81001-4710
CLARO GONZALEZ ROSA E	2701 E 16TH ST	PUEBLO	CO	81001-4722
SAWA RUTH	2702 E 14TH ST	PUEBLO	CO	81001-4715
WILLIAMS BARBARA A	2703 E 15TH ST	PUEBLO	CO	81001-4718
MADRID EMILIANO	2704 E 15TH ST	PUEBLO	CO	81001-4719
NATIVIDAD AURORA	2704 E 16TH ST	PUEBLO	CO	81001-4723
VIGIL PETE A/VIGIL SYLVIA A	2704 E 17TH ST	PUEBLO	CO	81001-4725

CRAIN WILLIAM J + AKA WILLIAM J CRAI	2704 W 11TH ST	PUEBLO	CO	81003-1178
HILL LOUISE C / RODRIGUEZ MICHAEL	2705 E 16TH ST	PUEBLO	CO	81001-4722
MADRID DANIEL ISAAC	2709 E 15TH ST	PUEBLO	CO	81001-4718
RODRIGUEZ JOSE ANGEL ALATORRE + RE	2709 E 16TH ST	PUEBLO	CO	81001-4722
LOPEZ TOMMY + LOPEZ SHIRLEY E	2710 E 17TH ST	PUEBLO	CO	81001-4725
ARAGON RIKI L	2712 E 17TH ST	PUEBLO	CO	81001-4725
GONZALES CLAUDIO J	2713 E 16TH ST	PUEBLO	CO	81001-4722
TRUJILLO GONZALES BERNICE D	2716 E 16TH ST	PUEBLO	CO	81001-4723
WILSON AMELIA V	2717 E 16TH ST	PUEBLO	CO	81001-4722
TRUJILLO MIGUEL A + PACHECO MINDY	2720 E 17TH ST	PUEBLO	CO	81001-4725
TORREZ VENTURA FRANCISCO	2721 E 16TH ST	PUEBLO	CO	81001-4722
SCHOOL DIST NO 60 + BACA ELEMENTAR	315 W 11TH ST	PUEBLO	CO	81003-2804
VALENZUELA JAKE ART + CHAVEZ GLOR	3328 LIONS DEN CT	PUEBLO	CO	81005
GURULE KARL A	505 W BROOKSIDE ST	COLORADC	CO	80905-2008
PINO BUSTAMANTE LINDA M + BUSTAM	5128 PASCADERO DR	PUEBLO	CO	81005-3924
MILLER GARY	5260 DIAMOND DR	COLORADC	CO	80918-2418
TAYLOR KENT S	5402 BULL RUN CIR	AUSTIN	TX	78727-6501
WALLACE DEDRA M	794 HYDE PL	PUEBLO	CO	81006-1946
COONEY VENTURES LLLP	9117 RANCH RIVER CIR	LITTLETON	CO	80126-5078
PUEBLO PROPERTY BROS LLC	996 S HONEYSUCKLE DR	PUEBLO W	CO	81007-6312
CITY OF PUEBLO A MUNICIPAL CORPORA	PO BOX 1427	PUEBLO	CO	81002-1427
KAJEWSKI SILVIA	PO BOX 21	LOUISVILLE	CO	80027-0021

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 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 REZONING 215 EAST ORMAN AVENUE FROM S-1, GOVERNMENTAL USE ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD AND RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICTS

SUMMARY:

The applicant is requesting to rezone two parcels containing 145,000 square feet located at 215 East Orman Avenue from S-1, Governmental Use Zone District to CCN, Commercial Charter Neighborhood Zone District and RCN, Residential Charter Neighborhood Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Keating School served as a Pueblo City Schools Junior/Middle School until 2009 and has sat vacant for the last thirteen years. The site is in the Mesa Junction neighborhood, across from Central High School surrounded by a variety of pre-World War II single family homes and two adjacent churches. Keating School opened in 1927, contains 115,000 square feet of building and has a historic art deco theatre. The proposed project will involve a rehabilitation of the existing building into 75 market rate residential apartment units, construction of three triplex buildings with an overall total of nine units, and two parking structures adjacent, as well as the rehabilitation of the theatre. The primary school building and parcel is requested to be zoned into a Commercial Charter Neighborhood ("CCN") zone district. The remaining portion in the southeastern side of the property is requested to be zoned into a Residential Charter Neighborhood ("RCN") zone district which will contain new residential units. The school building was listed on the National Register of Historic Places in 2021 and the applicant will be using Federal Historic Preservation tax credits to finance the project, thereby protecting the historic character of the exterior and primary interior spaces of the building. The benefit of the CCN Zone District will allow the theatre as a Use by Right. The apartment use is considered "residence multifamily" and is a Use by Review which will need a special use permit from the Zoning Board of Appeals. The CCN zone district will also allow some flexibility for limited future commercial uses and reduced setbacks. The preliminary plans for the theater development include a 450-500 capacity facility with a limited number of shows and events a year, it will not

be a weekly performance theatre. The preservation and restoration of the theatre is a critical portion of the sale with the local nonprofit Keating School group. Theatres are not allowed as a use by right in many zone districts, and the CCN allows a theatre as use by right. The CCN does accommodate larger multifamily developments and the standards are listed in Section 17-4-5(6) PMC. The minimum lot sized based on the number of units is 75,000 square feet, and the Keating School parcel is 125,000 square feet. According to the site plan, the development will provide 110 off street parking spaces (covered and uncovered) that does not account for the theater use. Depending on the final multi-family development plan review, the applicant may have to request one or more variances. The CCN Performance standards Section 17-4-(4) PMC allows a reduction or waiver in the number of required parking spaces from the City's Zoning Board of Appeals. The project will also involve a rearrangement of property boundaries for the RCN-zoned portion of the development. The historic school building portion of the project will also qualify as a "conversion" and be subject to the new Multifamily Development Standards, 17-2-2. The site plan also provides for a larger area of landscaped open space in the rear of the site, but final design will need to comply with Section 17-4-5 (e) by providing 100 square feet of open space per unit.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission August 10, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE REZONING 215 EAST ORMAN AVENUE FROM S-1, GOVERNMENTAL USE ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD AND RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICTS

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 S-1, Governmental District to CCN, Commercial Charter Neighborhood and RCN, Residential Charter Neighborhood:

A parcel of land located in a portion of Block 131 located in Colorado Coal & Iron Company's Addition No. 1 in the NW 1/4 of Section 1 and NE 1/4 of Section 2, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Lots 1-13 and Lots 21-32 of Block 131 in Colorado Coal and Iron Company's Addition No. 1, and the adjacent northwesterly one-half of the right-of-way of Michigan Street, and the adjacent southwesterly one-half of the right-of-way of Orman Avenue, and the adjacent southeasterly one-half of the right-of-way of Broadway Avenue, and all of the Alley right-of-way adjacent to the aforementioned lots.

Containing 4.16 acres, more or less.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor
and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

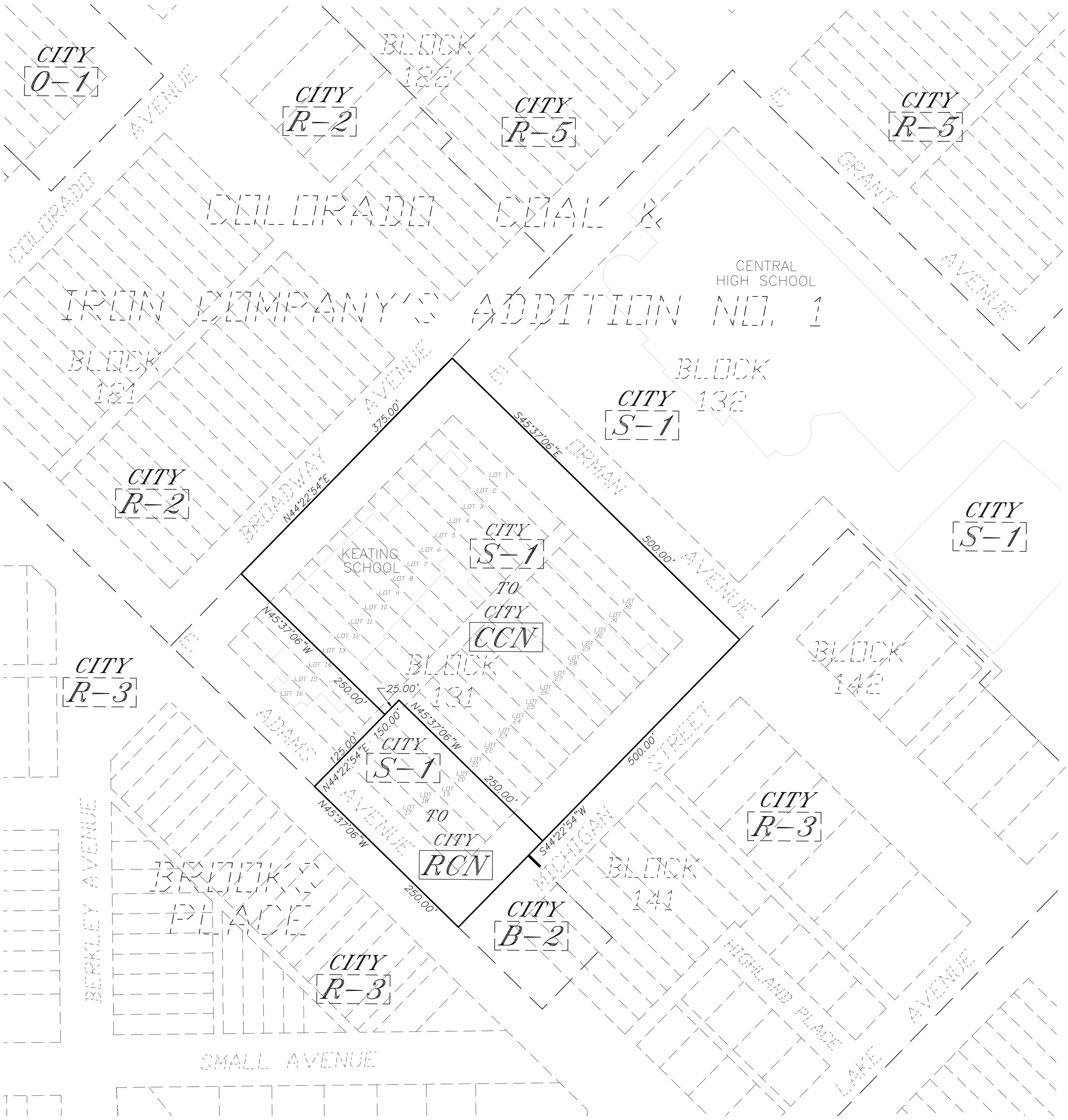
ATTEST

_____

City Clerk

EXHIBIT "B"
ZONING EXHIBIT

A PORTION OF BLOCK 131 LOCATED IN COLORADO COAL & IRON COMPANY'S ADDITION NO. 1
NW 1/4 OF SECTION 1 AND NE 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

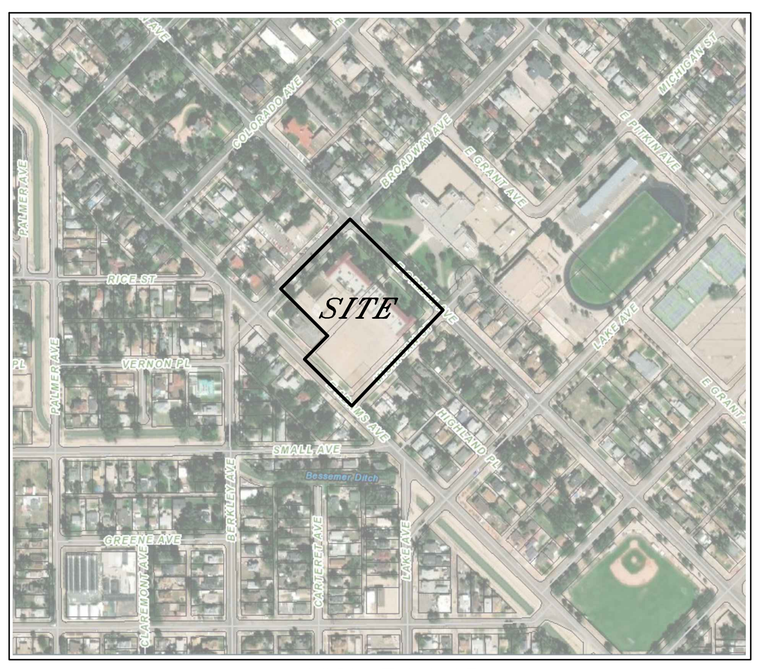
PROPOSED ZONING BOUNDARY

CITY S-1 — EXISTING ZONING

CITY CCN / CITY RCN — PROPOSED ZONING

BASIS OF BEARINGS

A PORTION OF THE NORTH LINE OF THE SE 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. TO BEAR N. 88°35'17" E.



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 21 015 00

SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 10, 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, Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Sr. Planner, Melanie Turner, Interim Traffic Engineer.

APPROVAL OF AGENDA

Commissioner Bailey moved to approve the agenda
Seconded by Aznar
Motion carried 7-0

PUBLIC HEARING AND ACTION

1. **Z-22-04 Rezone:** Keating School Rezoning approximately 3.33 acres located at 215 E. Orman Avenue (Lots 1-13 and Lots 17-32 of Block 131 in Colorado Coal and Iron Company's Addition No. 1,) currently zoned S-1, (Governmental Zone District) being rezoned to RCN and CCN (Residential Charter Neighborhood and Commercial Charter Neighborhood)

BACKGROUND:

Staff Report by Wade Broadhead

BACKGROUND

Keating School served as a Junior/Middle School until 2009 and has sat vacant for the last thirteen years. The site is located in the Mesa Junction neighborhood, across from Central High School surrounded by a variety of pre-World War II single family homes and two adjacent churches. Keating school opened in 1927, contains 115,000 sq of building and has a historic art deco theatre. The proposed project will involve a rehabilitation of the existing building into 75 market rate residential units, construction of three triplex / nine units and two parking structures adjacent, as well as the rehabilitation of the theatre. The primary school building and parcel will be zoned CCN. The overall project will also have a segment of new housing on the southeastern side of the property which will contain approximately 9 units/townhomes and this area will be zoned RCN. The property was listed on the National Register of Historic Places in 2021 and the applicant will be using Federal Historic Preservation tax credits to finance the project, thereby protecting the historic character of the exterior and primary interior spaces.

The benefit of the CCN Zone District will allow the theatre as a Use by Right. The apartment use is considered "residence multifamily" and is a Use by Review which will need a special use permit form the Zoning Board of Appeals. The CCN zone district will also allow some flexibility for limited future commercial uses and reduced setbacks. The preliminary plans for the theater development include a 450-500 capacity facility with a limited number of shows and events a year, it will not be a weekly performance theatre. The preservation and restoration of the theatre is a critical portion of the sale with the local nonprofit Keating School group. Theatres are not allowed as a use by right in many zone districts, and the CCN allows a theatre a use by right. The CCN does accommodate larger multifamily developments and the standards are listed in Section 17-4-5(6) PMC. The minimum lot sized based on the number of units is 75,000 sq ft, and the Keating School parcel is 125,000 sq ft. According to the site plan the development will provide 110 off street parking spaces (covered and uncovered) (not accounting for the theater use). Depending on the final development plan review conducted by city staff the applicant may have to request a variance(s). According to the CCN Performance standards Section 17-4-(4) PMC allows a reduction or waiver in the number of required parking spaces through the zoning board of appeals.

The proposed project will involve a separate commercial site plan review by City staff for the change of use and the new construction. The project will also involve a rearrangement of property boundaries for the RCN portion of the development and review by City departments. The school portion of the project will also qualify as a "conversion" and be subject to the new Multifamily Development Standards, 17-2-2. The site plan also provides for a larger area of landscaped open space in the rear of the site, but final design will need to comply with Section 17-4-5 (e) by providing 100 sq ft of open space per unit.

COMPREHENSIVE PLAN COMPLIANCE:

The project site has been designated by the Pueblo Comprehensive Plan as "Institutional Mixed-Use." The Pueblo Comprehensive Plan designation of *Institutional Mixed-Use* states that these areas accommodate public and semi-public facilitates with a regional service that may contain a

mix of complimentary uses. Uses vary by location, based on the size and scale of the facility. The proposed development will have 25 units per acre and the Institutional Mixed-Use category does not have a dwelling units per acre guidelines. While dwellings per acre is high for the surrounding Urban Residential Future Land Sue Category the Institutional Mixed-Use states that uses and intensity vary by location, based on the size and scale of the facility. Keating School contains over 100,00 sq. ft. spanning almost an entire city block. This size and scale can accommodate the density in a building that has been in the community for almost 100 years without creating a negative impact to the neighborhood.

Rezoning the site to facilitate mixed-use development will preserve and restore one of Pueblo's most architecturally significant historic schools listed on the National Register of Historic Places. Citizen demand for the preservation of the school can be evidenced by the creation of a nonprofit to save the school and the Pueblo City School District 60's sale condition that the historic character must be preserved. Additionally, the City's 2020-24 Consolidated Plan identified affordable housing as a need and a goal, and the 2021 Housing study provided evidence that adding housing across all levels will improve or positively impact affordable housing.

Finally, the proposed rezoning site served as a public school for 83 years and Central High School and associated uses are located north of the site. Because of this, the neighborhood is generally acclimated to active uses at the site and higher than average traffic volumes normally found in a residential neighborhood.

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

HEARING:

Michael Cuppy appeared on behalf of the applicant and testified in favor of the application. Mr. Cuppy answered questions from the Board.

Loretta Wilton was sworn in and asked questions regarding parking availability. Sr. Planner Broadhead offered to schedule appointment with Ms. Wilton to review application and answer questions.

Eric Brown was sworn in and spoke about parking concerns due to school traffic and parking.

Beth Gladney was sworn in and testified in support of the Rezone

Bryan Gallagher, Director of Housing spoke on current housing issues within the City.

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0**.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-04

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 10, 2022
SUBJECT:	Rezone from S-1, Governmental Zone District to CCN, Commercial Charter Neighborhood District and RCN, Residential Charter Neighborhood
APPLICANT:	Ilan Salzberg / Orman Lofts QOZB LLC
PROPERTY OWNER:	Pueblo City Schools, District 60
LOCATION:	214 E. Orman Ave Legal Location attached to this Staff report.
CONCURRENT REQUESTS:	None

REQUEST:
The applicant is requesting to rezone 214 E. Orman Ave a 145, 000 sq ft site spanning two parcels from S-1, Governmental District to CCN, Commercial Charter Neighborhood and Residential Charter Neighborhood, RCN. The proposed CCN Zone District will consist of 125,000 sq ft adjacent to Orman Ave. The RCN Zone District consist of 20,000 sq ft and sits adjacent to Adams Ave.

BACKGROUND AND ANALYSIS:

Keating School served as a Junior/Middle School until 2009 and has sat vacant for the last thirteen years. The site is located in the Mesa Junction neighborhood, across from Central High School surrounded by a variety of pre-World War II single family homes and two adjacent churches. Keating school opened in 1927, contains 115,000 sq of building and has a historic art deco theatre. The proposed project will involve a rehabilitation of the existing building into 75 market rate residential units, construction of three triplex / nine units and two parking structures adjacent, as well as the rehabilitation of the theatre. The primary school building and parcel will be zoned CCN. The overall project will also have a segment of new housing on the southeastern side of the property which will contain approximately 9 units/townhomes and this area will be zoned RCN. The property was listed on the National Register of Historic Places in 2021 and the applicant will be using Federal Historic Preservation tax credits to finance the project, thereby protecting the historic character of the exterior and primary interior spaces.

The benefit of the CCN Zone District will allow the theatre as a Use by Right. The apartment use is considered "residence multifamily" and is a Use by Review which will need a special use permit form the Zoning Board of

Appeals. The CCN zone district will also allow some flexibility for limited future commercial uses and reduced setbacks. The preliminary plans for the theater development include a 450-500 capacity facility with a limited number of shows and events a year, it will not be a weekly performance theatre. The preservation and restoration of the theatre is a critical portion of the sale with the local nonprofit Keating School group. Theatres are not allowed as a use by right in many zone districts, and the CCN allows a theatre a use by right. The CCN does accommodate larger multifamily developments and the standards are listed in Section 17-4-5(6) PMC. The minimum lot sized based on the number of units is 75,000 sq ft, and the Keating School parcel is 125,000 sq ft. According to the site plan the development will provide 110 off street parking spaces (covered and uncovered) (not accounting for the theater use). Depending on the final development plan review conducted by city staff the applicant may have to request a variance(s). According to the CCN Performance standards Section 17-4-(4) PMC allows a reduction or waiver in the number of required parking spaces through the zoning board of appeals.

The proposed project will involve a separate commercial site plan review by City staff for the change of use and the new construction. The project will also involve a rearrangement of property boundaries for the RCN portion of the development and review by City departments. The school portion of the project will also qualify as a "conversion" and be subject to the new Multifamily Development Standards, 17-2-2. The site plan also provides for a larger area of landscaped open space in the rear of the site, but final design will need to to comply with Section 17-4-5 (e) by providing 100 sq ft of open space per unit.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is in an area of single-family residences, churches, and governmental school buildings and related facilities.

- **Neighborhood Compatibility:**

North	S-1, Central high school, single family, and R-5 multifamily zoned with a mixture of single and multiple family residences.
East	S-1 and R-3, single-family homes and Central High School facilities.
South	B-2 and R-3, utility facility and single-family homes
West	R-2, single family homes

- **Comprehensive Plan Compliance:**
- The project site has been designated by the Pueblo Comprehensive Plan as "Institutional Mixed-Use." The Pueblo Comprehensive Plan designation of *Institutional Mixed-Use* states that these areas accommodate public and semi-public facilitates with a regional service that may contain a mix of complimentary uses. Uses vary by location, based on the size and scale of the facility. The proposed development will have 25 units per acre and the Institutional Mixed-Use category does not have a dwelling units per acre guidelines. While dwellings per acre is high for the surrounding Urban Residential Future Land Sue Category the Institutional Mixed-Use states that uses and intensity vary by location, based on the size and scale of the facility. Keating School contains over 100,00 sq. ft. spanning almost an entire city block. This size and scale can accommodate the density in a building that has been in the community for almost 100 years without creating a negative impact to the neighborhood.
- Rezoning the site to facilitate mixed-use development will preserve and restore one of Pueblo's most architecturally significant historic schools listed on the National Register of Historic Places. Citizen

demand for the preservation of the school can be evidenced by the creation of a nonprofit to save the school and the Pueblo City School District 60's sale condition that the historic character must be preserved. Additionally, the City's 2020-24 Consolidated Plan identified affordable housing as a need and a goal, and the 2021 Housing study provided evidence that adding housing across all levels will improve or positively impact affordable housing.

- Finally, the proposed rezoning site served as a public school for 83 years and Central High School and associated uses are located north of the site. Because of this, the neighborhood is generally acclimated to active uses at the site and higher than average traffic volumes normally found in a residential neighborhood.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
  - The CCN Zone District requires a that for developments with six or more family dwellings units shall have a minimum of 8,000 sq ft or 1000 sq ft per dwelling unit whichever is greater.
  - with the proposed CCN district is 125,000 sq ft and the RCN is 20,000 square feet, both meet the zone district minimum size based on the proposed number of units (75 and 9 units respectively). The CCN parcel has 400 linear feet of frontage on Orman Ave, and the minimum is 25', the RNC parcel has 190' linear feet on Adams Ave and the minimum is 25' feet. The existing site has been reviewed and both complies with the minimum lot area and width for the proposed zone district.

- Lot coverage:
  - The property meets all side, front and rear yard setbacks.
  - The current structure on the property meets with maximum lot coverage and floor area ratio.
  - At the time of building permit, any additional structures will be required to comply with the lot coverage and floor area ratio requirements. Staff has reviewed the preliminary site plan and it appears to meet most of the requirements, more refinement will come during the commercial site plan review process.

- **Zone District performance standards:**

  The CCN Performance Standards provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

  1. **Parking Standards, Sec 17-4-5 (g)(4)**
     - Subsection (a) states "To promote flexibility in design, preserve existing commercial area and encourage pedestrian uses the off-street parking requirements set forth in this Chapter may be reduced or waived
     - Section 17-4-5(4)(a) allows the owners to apply the Zoning Board of Appeals to promote flexibility in design. The applicant may apply for a variance if they fall short of the number of required spaces during the commercial site plan review phase.

  2. **Additional Performance Standards.**
     - Sections 17-4-5(1)g.5 and 6. of the Pueblo Municipal Code (PMC) provide additional requirements for properties zoned CCN, which are adjacent to minor arterials, collectors and local streets. Section 17-4-4 (f) of the Pueblo Municipal Code (PMC) provide additional requirements for properties zoned RCN.
     - Additional performance standards will be reviewed at the time of commercial site plan request if any projects are planned in the future.

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 signed the most recent application.**

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

- ❑ Comments **A full legal description of the property was provided with the application.**

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 an apartment complex as well as new housing, theatre, and perhaps future commercial.**

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

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

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

- ❑ Comments **The applicant indicated that work would start sometime in 2023 and open in 2024**

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 has conducted similar rehabilitation in Kansas City and Denver.**

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- See memo from Sonia Mondragon dated March 8, 2022
- City Stormwater- No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

RECOMMENDED ACTION:

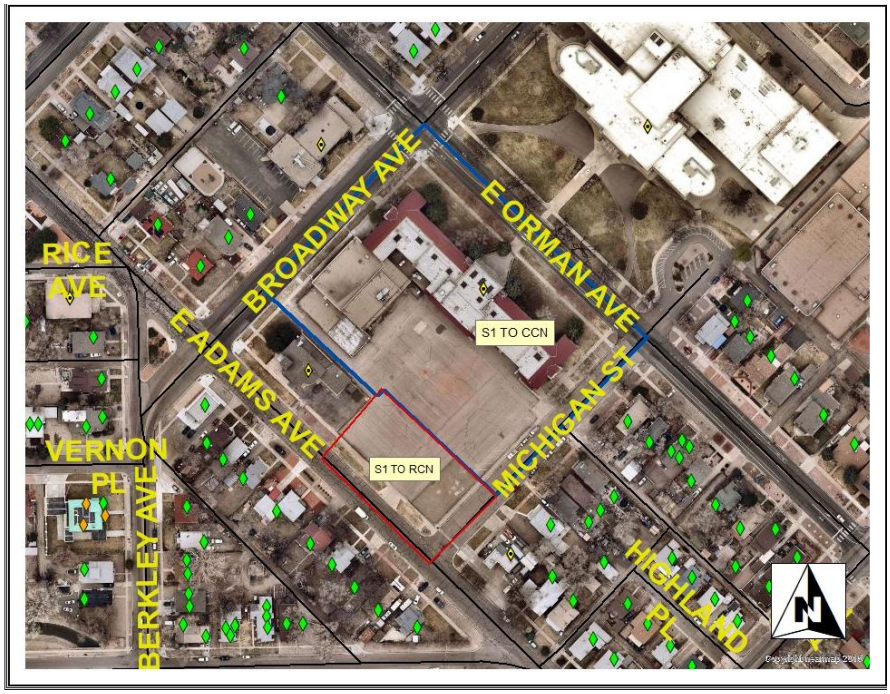
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVE with the following conditions:**

ATTACHMENTS:

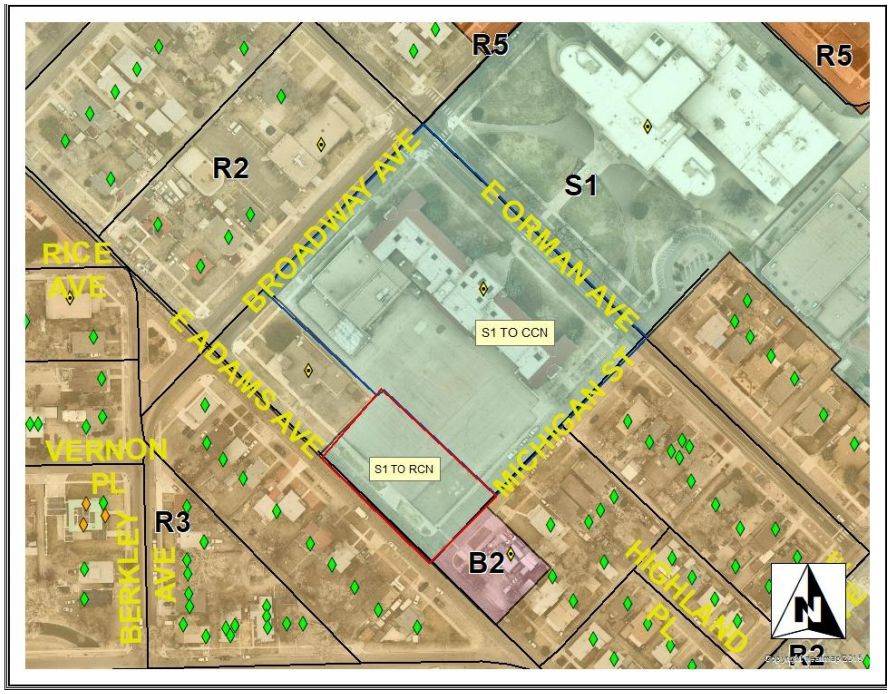
A. Arial Photograph
B. Zoning Map
C. Comprehensive Plan Map

D. Vicinity Map Showing neighboring rezones to residential uses
E. Site Photographs
F. CCN District Information Sheet
G. RCN District Information Sheet
H. Application and Statement of Facts
I. Rezoning Map Exhibit
J. Topographic map
K. Preliminary Site plan
L. Memo from Sonia Mondragon March 8, 2022
M. Legal Description
N. Developer's Resume

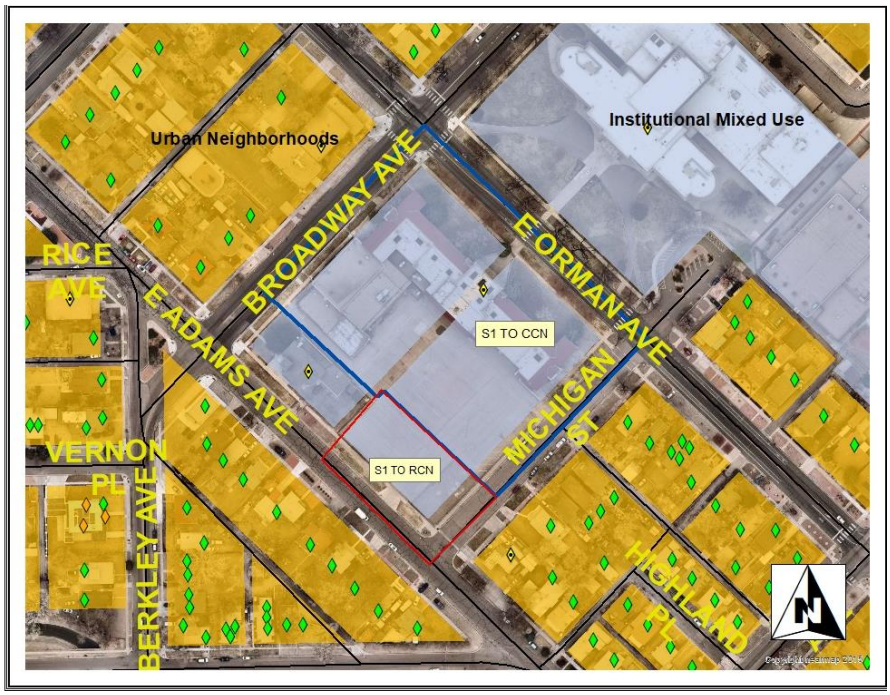
ATTACHMENTS:



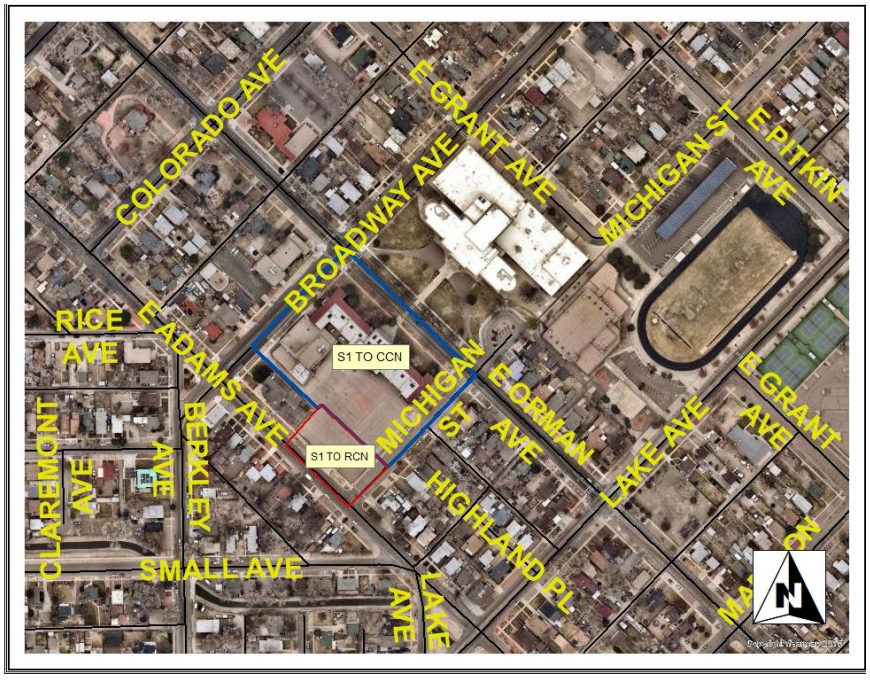
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Vicinity Map Showing neighboring rezones to residential uses



Looking Southwest from Orman Ave.



Proof of posting.



Looking Southwest from Orman Avenue down Michigan Street



Overview of the theatre and rear access



Area of new housing area along Adams Ave.



Property line and right of way along Michigan Avenue

city of PUEBLO colorado
Planning & Community Development
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Zone District: CCN (Commercial Charter Neighborhood District)

Purpose. The standards of the CCN District are designed to retain and conserve suitable areas for commercial, office and mixed-use development that primarily serve the residents of the surrounding charter neighborhood. This type of development should enhance rather than detract from the primarily residential character of the area and function as a continuous element of the pedestrian-oriented CCN District.

Setbacks: Front 25' one & two family; 0' all other uses Side * Rear 15'**

* a. Lot width of thirty-five (35) feet or fewer:

1. Side yard setbacks for one- and two-family residential units and their accessory structures on lots thirty-five (35) feet or fewer in width shall be three (3) feet. Projections shall not extend to a point closer than two (2) feet from the property line.
2. Other buildings: five (5) feet.
3. Two (2) one-family residences may be constructed on two (2) separate parcels, connected to each other (zero setbacks) on one (1) side with a side yard setback of five (5) feet on the other side, provided that the residences are built at the same time.

b. Side yard setbacks for lots greater than thirty-six (36) feet in width: five (5) feet.

** Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage:	100%
Floor Area Ratio:	2
Max. Height	35'
Minimum Lot Width:	25'
Minimum Lot Size:	
Single Family:	2,500 Square Feet

Performance standards: § 17-4-5(1)g.

Outdoor Lighting: § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking: § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses depend on the type of street along the front of the building containing the use.

CCN 4-12-22
Page 2 of 3

Major Arterial

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Art gallery
5. Automobile rental
6. Bakery, retail
7. Bed and breakfast home
8. Butcher shop
9. Farmers market
10. General service
11. Home, Disabled
12. Instructional studio
13. Laundromat
14. Mixed Use
15. Nursery
16. Office, general
17. Office, medical
18. Office, professional
19. Pet shop
20. Public utilities
21. Recreation facilities, indoor
22. Residence, one-family
23. Residence, three and four family
24. Residence, two-family (duplex)
25. Retail sales, auto parts
26. Retail sales, garden center
27. Retail sales, general
28. Temporary farmers market
29. Theater, general

Uses by review.

1. Accessory drive-thru
2. Accessory emergency generator
3. Accessory heliport, emergency medical
4. Automobile dealership
5. Automobile repair, lube shop
6. Banquet hall
7. Bar, tavern
8. Bed and breakfast inn
9. Boarding-house
10. Brewpub
11. Car wash
12. Catering service
13. Charitable institution
14. Child care center
15. Child care home
16. Civic club
17. Commercial, established
18. Community center
19. Contractor's shop
20. Convent / Monastery
21. Food and drink processing facility, minor
22. Food warehousing
23. Funeral home
24. Gas station
25. Health club
26. Home, Children
27. Home, elderly
28. Home, elderly foster
29. Home, Foster
30. Homeless shelter
31. Hospital
32. Hotel (Motel)
33. Laundry service
34. Library
35. Massage establishment
36. Mortuary
37. Museum
38. Parking lot
39. Parking structure
40. Parks, trails and open space
41. Recreation facilities, general
42. Recreational vehicle, sales and service
43. Religious institution
44. Residence, multifamily
45. Restaurant, carry-out
46. Retail sales, liquor store
47. School, preschool
48. Smoking lounge
49. Storage facility, outdoor
50. Storage facility, self-storage
51. Student Housing
52. Urgent care facility
53. Veterinary clinic
54. Wedding facility

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Beauty salon or barbershop
7. Community garden
8. Development in floodplain
9. Home based business
10. Live-work unit
11. Pharmacy
12. Photography studio
13. Repair shop, consumer items
14. Restaurant
15. Temporary construction yard
16. Mobile food vendor
17. Temporary outdoor sales, seasonal

Minor Arterials, Collectors, Local Streets

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Art gallery
5. Bakery, retail
6. General service
7. Home, Disabled
8. Office, general
9. Office, medical
10. Office, professional
11. Public utilities
12. Mixed Use
13. Residence, one-family
14. Residence, three and four family
15. Residence, two-family (duplex)

Uses by review.

1. Accessory drive-thru
2. Accessory emergency generator
3. Accessory heliport, emergency medical
4. Banquet hall
5. Bar, tavern
6. Bed and breakfast home
7. Bed and breakfast inn
8. Boarding-house
9. Brewpub
10. Butcher shop
11. Car wash
12. Catering service
13. Charitable institution
14. Child care center
15. Child care home
16. Civic club
17. Commercial, established
18. Community center
19. Convent / Monastery
20. Farmers market
21. Food and drink processing facility, minor
22. Food warehousing
23. Funeral home
24. Health club
25. Home, Children
26. Home, elderly
27. Home, elderly foster
28. Home, Foster
29. Homeless shelter
30. Hospital
31. Instructional studio
32. Laundromat
33. Laundry service
34. Massage establishment
35. Mortuary
36. Museum
37. Nursery
38. Parking lot
39. Parks, trails and open space
40. Pet shop
41. Recreation facilities, indoor
42. Religious institution
43. Residence, multifamily
44. Restaurant, carry-out
45. Retail sales, garden center
46. Retail sales, general
47. School, preschool
48. Smoking lounge
49. Student Housing
50. Temporary farmers market
51. Theater, general
52. Urgent care facility
53. Wedding facility

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Beauty salon or barbershop
7. Community garden
8. Development in floodplain
9. Home based business
10. Live-work unit
11. Pharmacy
12. Photography studio
13. Repair shop, consumer items
14. Restaurant
15. Temporary construction yard
16. Mobile food vendor
17. Temporary outdoor sales, seasonal

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Zone District: RCN (Residential Charter Neighborhood

Purpose. The standards of this district (RCN) are designed to maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating. There are tree-lined streets with sidewalks, alleys, neighborhood parks and a mixture of uses within the residential fabric. The neighborhoods historically functioned at a pedestrian scale, with most residences, public amenities, and neighborhood goods and services accessible with little dependence on an automobile. There are some nonresidential uses that present actual or potential compatibility problems. The standards of this district are intended to maintain and enhance these and other such desirable neighborhood characteristics and resolve questions of the compatibility of adjacent uses.

Setbacks:	Front	Residential: (*1) Commercial: 0'	Side	(*2)	Rear	15'
Coverage:	50%	(75% by review)				
Max. Height	35'					
Minimum Lot Width:	25'					
Minimum Lot Size:						
Single Family:	2,500 Square Feet (*3)					
Duplex	5,000 Square Feet					

(*1) The front yard setback for all buildings, except commercial buildings on a corner lot, shall be the average of the existing building setbacks on adjacent lots. If there is only one (1) adjacent lot with a building, the setback shall be equal to its setback. If both adjacent lots are vacant, the setback shall be the average of all existing building setbacks on the block. If there are no houses on the block, the setback shall be twenty-five (25) feet.

(*2) a. Lot width of thirty-five (35) feet or fewer:

1. Side yard setbacks for one- and two-family residential units and their accessory structures on lots thirty-five (35) feet or fewer in width shall be three (3) feet. Projections shall not extend to a point closer than two (2) feet from the property line.
2. Other buildings: five (5) feet.
3. Two (2) one-family residences may be constructed on two (2) separate parcels, connected to each other (zero setbacks) on one (1) side with a side yard setback of five (5) feet on the other side, provided that the residences are built at the same time.

b. Side yard setbacks for lots greater than thirty-six (36) feet in width: five (5) feet.

(*3) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of land area per dwelling unit. Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) square feet of land area or one thousand (1,000) square feet per dwelling unit, whichever is greater, and shall provide at least twenty percent (20%) of the parcel in landscaped open space.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance Standards:	§ 17-4-5(f)
Outdoor Lighting:	§ 17-4-52 Outdoor Lighting Performance Standards.
Off Street Parking:	§ 17-4-42 Off-street parking residential.
Landscape:	Required. §17-4-7.
Public Sidewalks:	§ 17-4-44

RCN 4-12-22
Page 2 of 2

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory community garden
2. Accessory dwelling unit, established
3. Home, Children
4. Home, Disabled
5. Home, elderly
6. Mixed Use
7. Residence, one-family
8. Residence, townhouse
9. Residence, two-family (duplex)

Uses by review.

1. Accessory commissary
2. Accessory emergency generator
3. Bakery, retail
4. Bar, tavern
5. Beauty salon or barbershop
6. Bed and breakfast home
7. Brewpub
8. Charitable institution
9. Child care center
10. Child care home
11. Commercial, established
12. Community center
13. Farmers market
14. Funeral home
15. General service
16. Massage establishment
17. Nursing home
18. Office, general
19. Office, medical
20. Office, professional
21. Parks, trails and open space
22. Photography studio
23. Public utilities
24. Religious institution
25. Residence, multifamily
26. Restaurant
27. Retail sales, general
28. Smoking lounge
29. Temporary farmers market
30. Urgent care facility
31. Wedding facility

Conditional uses:

1. Accessory commercial patio
2. Accessory medical marijuana home cultivation
3. Accessory solar array
4. Artist studio
5. Community garden
6. Development in floodplain
7. Home based business
8. Legal non-conforming uses
9. Live-work unit
10. Pharmacy
11. Temporary construction yard
12. Temporary model home (sales office)

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Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Robert Lawson, Executive Director of Facilities Management	
Company: Pueblo District No. 60	
Address: 315 W. 11th St. Pueblo, CO	Zip: 81003
Phone: ( )(719) 549-7206	Email: robert.lawson@pueblocityschools.us
Applicant	
Name: Ilan Salzberg	
Company: Orman Lofts QOZB LLC	
Address: 4433 W. 29th Ave. #007, Denver CO	Zip: 80212
Phone: ( )(720) 935-9500	Email: ilansalzberg@gmail.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Michael Cuppy	
Company: Northstar Engineering and Surveying, Inc.	
Address: 111 E. 5th St.	Zip: 81003
Phone: ( )(719) 544-6823	Email: mcuppy@northstar-co.com
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: 215 E. Orman Ave. Pueblo, CO 81004
(address or general description)

Parcel# 1502119001, 1502119003

Legal Description: See Attached Legal Description

Subdivision: CO COAL + IRON CO ADD NO 1 Acreage: 5.02

Existing Zone District: S-1	**Proposed Zone District:** CCN, RCN

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

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

The purpose of the application is to rezone the parcel to permit redevlopment the Keating School site.

Description of area surrounding proposed development:

To the Northwest, Southwest, and Southeast is residential properties. To the Northeast is the Central High School Building

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.

This development will be primarily multi-family housing

☐ 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: spring 2023

Estimated date for completion of project: spring 2024

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

The development company is economically responsible and capable of accomplishing this development.

☑ 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

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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:	Robert Lawson		
Signature:		Date:	7/26/22
Applicant, if different from Property Owner			
Print Name:	Ilan Salzberg		
Signature:		Date:	7/26/2022

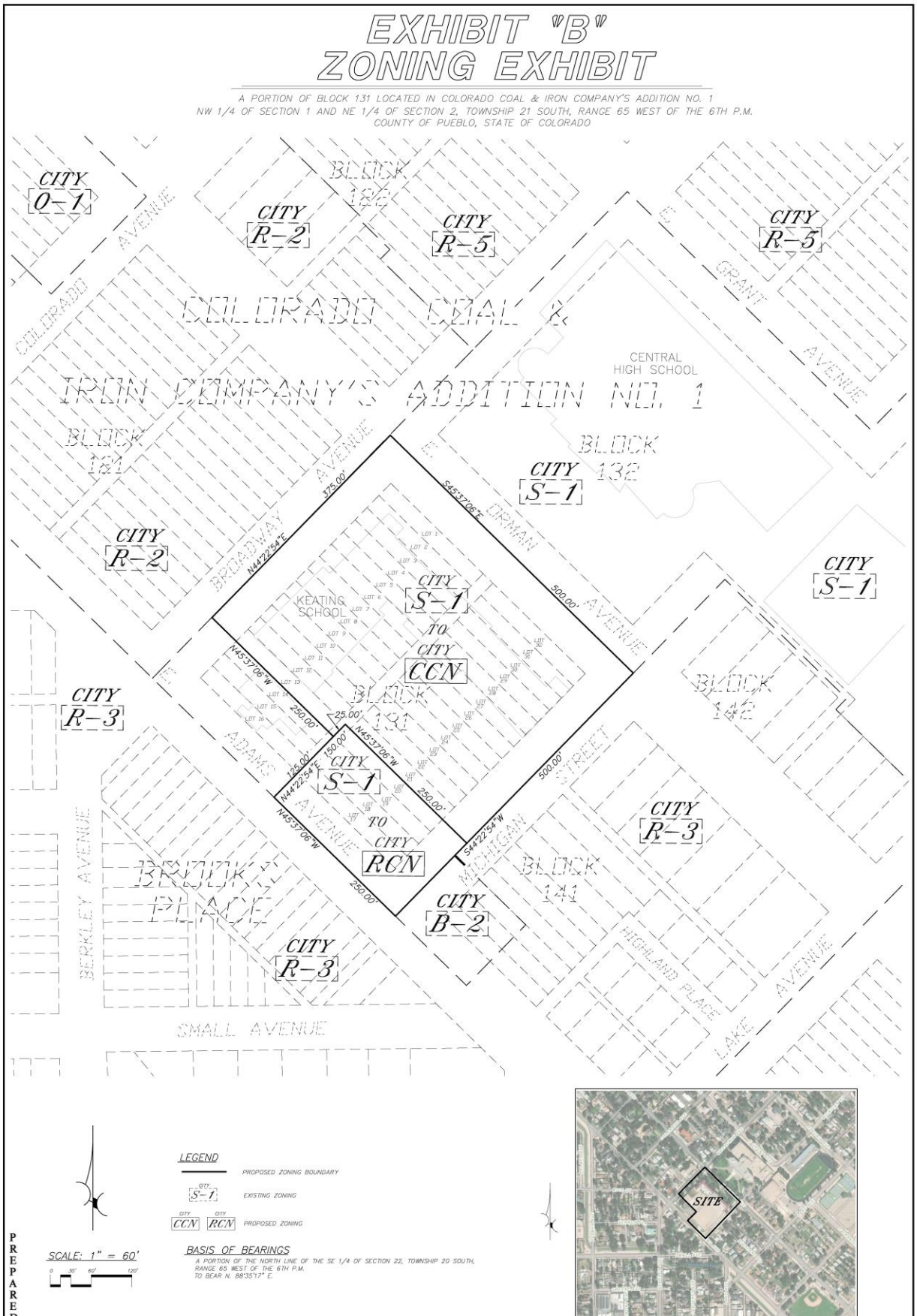
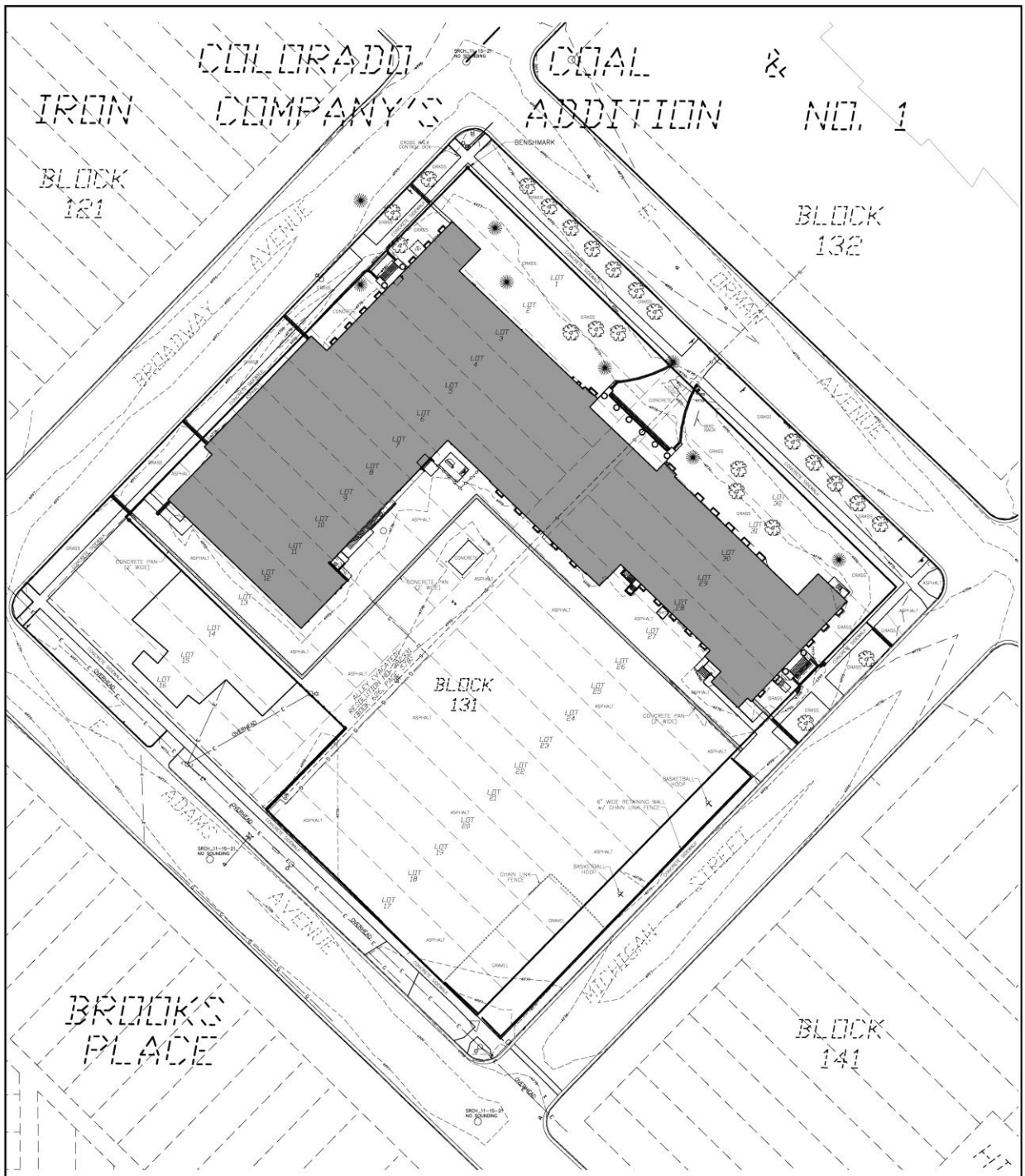
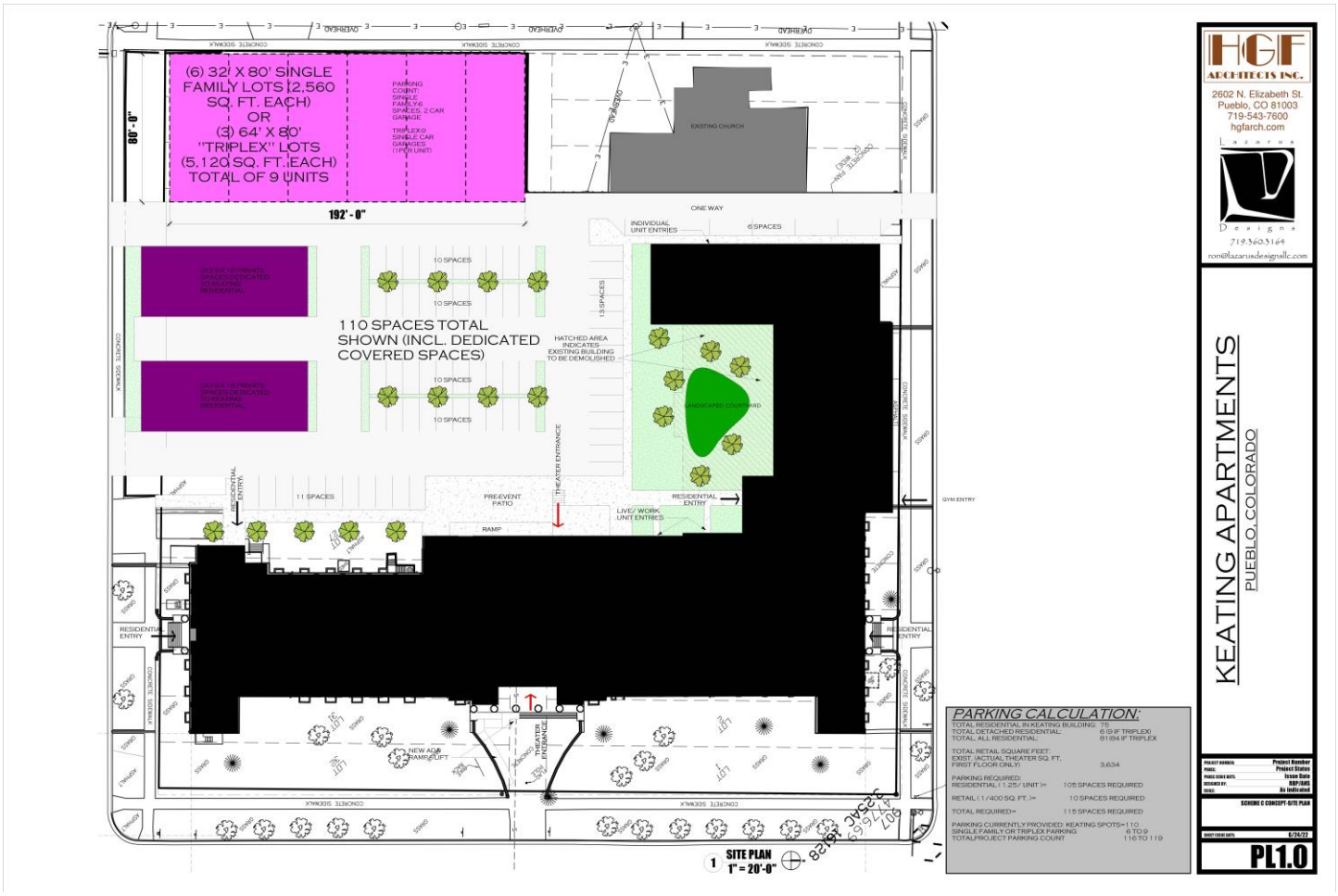


EXHIBIT "B"
ZONING EXHIBIT
A PORTION OF BLOCK 131 LOCATED IN COLORADO COAL & IRON COMPANY'S ADDITION NO. 1
NW 1/4 OF SECTION 1 AND NE 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO
CITY O-1
CITY R-2
CITY R-5
CITY R-5
COLORADO COAL & IRON COMPANY'S ADDITION NO. 1
CENTRAL HIGH SCHOOL
BLOCK 132
CITY S-1
CITY R-2
CITY S-1
KEATING SCHOOL
CITY S-1 TO CITY CCN
CITY R-3
BLOCK 131
BLOCK 142
CITY S-1 TO CITY RCN
CITY R-3
BLOCK 141
CITY B-2
CITY R-3
BROOKS PLACE
COLORADO AVENUE
BROADWAY AVENUE
ORMAN AVENUE
GRANT AVENUE
ADAMS AVENUE
MICHIGAN STREET
BERKLEY AVENUE
SMALL AVENUE
HIGHLAND PLACE
LAKE AVENUE
375.00'
500.00'
250.00'
150.00'
125.00'
25.00'
N44°22'54"E
S45°37'06"E
N45°37'06"W
S44°22'54"W
LEGEND
PROPOSED ZONING BOUNDARY
EXISTING ZONING
PROPOSED ZONING
SCALE: 1" = 60'
BASIS OF BEARINGS
A PORTION OF THE NORTH LINE OF THE SE 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. TO BEAR N. 88°35'17" E.
SITE
PREPARED


COLORADO COAL & IRON COMPANY'S ADDITION NO. 1
BLOCK 121
BLOCK 132
BLOCK 131
BLOCK 141
BROOKS PLACE
BROADWAY AVENUE
CONRAD AVENUE
ADAMS AVENUE
MICHIGAN STREET
BENCHMARK
SCALE: 1" = 30'
0 15' 30' 60'
LEGEND
FOUND NO. 3 1/4" DIA. ALUMINUM CAP (L.S. 16128)
GAS METER
WATER METER
ELECTRIC METER
TELEPHONE MANHOLE
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
WATER MANHOLE
STREET LIGHT
POWER POLE
GUY WIRE
WATER VALVE
FIRE HYDRANT
SANITARY SEWER LINE
STORM SEWER LINE
WATER LINE
UNDERGROUND ELECTRIC LINES
OVERHEAD ELECTRIC LINES
GAS LINE
TELEPHONE LINE
FIBER OPTIC LINE
BENCHMARK:
"X" CHISLED ON THE TOP OF CURB HEAD ON THE EAST RETURN AT THE SOUTHEAST CORNER OF LEHIGH AVENUE AND KINGSROYAL BOULEVARD
ELEV. = 4910.32, NORTHSTAR DATUM
ELEV. = 4910.61, CITY OF PUEBLO DATUM
BENCHMARK (ON-SITE):
FOUND NO. 3 1/4" DIA. ALUMINUM CAP (L.S. 16128)
LOCATED ON THE MOST NORTHERLY CORNER OF SURVEY PROPERTY
ELEV. = 4776.69.3, NORTHSTAR DATUM
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX


(6) 32' X 80' SINGLE FAMILY LOTS (2,560 SQ. FT. EACH)
OR
(3) 64' X 80' "TRIPLEX" LOTS (5,120 SQ. FT. EACH)
TOTAL OF 9 UNITS
PARKING COUNT: SINGLE FAMILY 6 SPACES, 2 CAR GARAGE
TRIPLEX 9 SINGLE CAR GARAGES (1 PER UNIT)
80' - 0"
192' - 0"
EXISTING CHURCH
ONE WAY
INDIVIDUAL UNIT ENTRIES
6 SPACES
10 SPACES
110 SPACES TOTAL SHOWN (INCL. DEDICATED COVERED SPACES)
HATCHED AREA INDICATES EXISTING BUILDING TO BE DEMOLISHED
13 SPACES
SANDSCAPED COURTYARD
THEATER ENTRANCE
RESIDENTIAL ENTRY
11 SPACES
PRE-EVENT PATIO
LIVE/ WORK UNIT ENTRIES
RAMP
GYM ENTRY
NEW ADA RAMP/LIFT
CONCRETE SIDEWALK
SITE PLAN
1" = 20'-0"
PARKING CALCULATION:
TOTAL RESIDENTIAL IN KEATING BUILDING: 75
TOTAL DETACHED RESIDENTIAL: 6 (9 IF TRIPLEX)
TOTAL ALL RESIDENTIAL: 81(84 IF TRIPLEX
TOTAL RETAIL SQUARE FEET: EXIST. (ACTUAL THEATER SQ. FT. FIRST FLOOR ONLY) 3,634
PARKING REQUIRED: RESIDENTIAL (1.25/ UNIT)= 105 SPACES REQUIRED
RETAIL (1/400 SQ. FT.)= 10 SPACES REQUIRED
TOTAL REQUIRED= 115 SPACES REQUIRED
PARKING CURRENTLY PROVIDED: KEATING SPOTS=110
SINGLE FAMILY OR TRIPLEX PARKING 6 TO 9
TOTAL PROJECT PARKING COUNT 116 TO 119
HGF ARCHITECTS INC.
2602 N. Elizabeth St.
Pueblo, CO 81003
719-543-7600
hgfarch.com
Lazarus Designs
719.360.3164
ron@lazarusdesignsllc.com
KEATING APARTMENTS
PUEBLO, COLORADO
Project Number
Project Status
Issue Date
RBP/SMS
As Indicated
SCHEME C CONCEPT-SITE PLAN
6/24/22
PL1.0

Nancy Keller
Wastewater Director

1300 S. Queens Ave
Pueblo, CO 81001

Phone (719) 553-2892
Fax (719) 553-2957

City of Pueblo Wastewater Department

MEMORANDUM

TO: Wade Broadhead
FROM: Sonia Mondragon
DATE: March 8, 2022
SUBJECT: Z-22-04 215 E Orman Ave Keating School Rear Lot Rezoning

---

This memo is intended to serve as the Wastewater Department's review of the referenced project submittal. Please forward to the applicant's representative.

Please provide a sanitary sewer flow comparison between the original S-1 to the proposed R-5.

In the past, Keating was serviced by a main that is located underneath Keating and Central High schools' buildings. With the proposed use of the property the current alignment is not in the best interest of the proposed project, Central High, nor the City of Pueblo. A new main will need to be constructed from the property to an existing main, preferably the 12" in E Adams Ave.



EXHIBIT "A"

MAP AMENDMENT
(REZONING)

Rezone S-1 to CCN

A parcel of land located in a portion of Block 131 located in Colorado Coal & Iron Company's Addition No. 1 in the NW 1/4 of Section 1 and NE 1/4 of Section 2, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Lots 1-13 and Lots 21-32 of Block 131 in Colorado Coal and Iron Company's Addition No. 1, and the adjacent northwesterly one-half of the right-of-way of Michigan Street, and the adjacent southwesterly one-half of the right-of-way of Orman Avenue, and the adjacent southeasterly one-half of the right-of-way of Broadway Avenue, and all of the Alley right-of-way adjacent to the aforementioned lots.

Containing 4.16 acres, more or less.

EXHIBIT "A"

MAP AMENDMENT
(REZONING)

Rezone S-1 to RCN

A parcel of land located in a portion of Block 131 located in Colorado Coal & Iron Company's Addition No. 1 in the NW 1/4 of Section 1 and NE 1/4 of Section 2, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Lots 17-20 of Block 131 in Colorado Coal and Iron Company's Addition No. 1, and the adjacent northwesterly one-half of the right-of-way of Michigan Street, and the adjacent northeasterly one-half of the right-of-way of Adams Avenue, and the southeasterly one-half of the Alley right-of-way adjacent to the aforementioned lots.

Containing 0.86 acres, more or less.

Exact Partners

WHO WE ARE



Ilan Salzberg and Caleb Buland have been active in Denver and Kansas City Real Estate Development for nearly two decades. In the Kansas City region, they focus on redevelopment of historic buildings. Together they have completed the development and stabilization of hundreds of apartment units and tens of thousands of SF commercial space with a strong pipeline of projects under construction and in planning.

Ilan Salzberg is a licensed Colorado attorney and real estate agent. Caleb Buland is a licensed Architect. Exact Partners brings legal, architectural and pragmatic know-how to every project they are involved in to. Exact Partners deep knowledge of governmental incentive programs gives Exact a competitive advantage as they bring their ideas to market. Exact creates high quality, effective, efficient, timely solutions to improve buildings and neighborhoods.

STABILIZED

MIDTOWN KC

THE NETHERLAND | 3835 MAIN ST KANSAS CITY MO 64111

The former Hawthorne Hotel, a 10-floor apartment hotel opened in 1928, was added to the National Historic Register in 1979. Efforts to renovate this Spanish revival-style hotel with Moorish and Baroque elements fizzled for decades as the building became a looming blight over Kansas City's Main Street. With the upcoming KC Streetcar addition soon to be passing at the Netherlands' front door, Exact is eager to build modern midtown housing for those who appreciate a mix of historic architecture and modern luxury. Amenities include a hotel-style gym, street level courtyards and seventh floor skybridge lounge. A bar/restaurant called The Canary will operate on both the ground level and rooftop deck.

Total Project Cost $17M
96,130 SF
118 One Bed & Studio Lofts



The Netherland Courtyard

THE ACME | 3200 GILLHAM AVE KANSAS CITY MO 64109

Local architects Archer and Gloyd designed the Neoclassical building in 1925 for the ACME Cleansing Company, which provided services to clean, repair, and care for household garments. The ACME Cleansing Company Building retains excellent integrity of the features and finishes, specifically the elaborate terracotta ornament and wood windows. The 28 unit building also features a gallery for the Kansas City Artists Coalition, as well as working artist studios.

25,664 SF | Total Project Cost $4.5M
28 One Bed & Studios plus One Gallery & Working Artist Studios

WONDER SHOPS + FLATS | 1108 E 30TH ST. KANSAS CITY MO 64109

The Wonder brings a fresh approach to downtown living in Kansas City. We've breathed new life into the historic Wonder Bread factory, creating affordable modern spaces for city-dwellers seeking to join this vibrant neighborhood. The building is home to the headquarters of BikeWalkKC as well as Homeroom Health, an all-in-one affordable healthcare provider for children and teens.

119,100 Total SF | Total Project Cost $16M
36,600 SF Commercial and 87 Two Bed & One Bed Lofts

3000 TROOST | 3000 TROOST, KANSAS CITY MO 64109

Ruby Jeans Juicery and Commissary pioneered the corner at 30th and Troost, and its colorful, energetic presence has been warmly welcomed into the neighborhood. This juice bar and health-conscious eatery occupies the corner-facing restaurant, and the full kitchen is used to prep food for their multiple Kansas City locations. The lot on the northwest corner of the lot has been occupied by Green Thumb Gardens, a native plant nursery and landscaping company that promotes Kansas City's local flora and efficient rainwater management. This site is well positioned for future redevelopment with nearly 2 acres of land and generous zoning along a growing commercial and residential corridor.

6,000 SF | Total Project Cost $800K
One Restaurant, Two Offices and Container Garden for additional leasing opportunities

ST. JO MISSOURI

HL29 LOFTS | 2509 DUNCAN ST. ST. JOSEPH, MO 64507

HL29 Modern Flats, a former elementary school located in a quaint neighborhood in historic Saint Joseph, Missouri, has been recently converted into luxury living with hotel-style amenities. This property offers spacious studio, one, and two-bedroom apartments with a rich, industrial feel. The unique community combines architectural history with modern architectural styling.

41,175 SF | Total Project Cost $5M
39 Two Bed, One Bed & Studio Lofts

STABILIZED

LEAVENWORTH KS

CARNEGIE | 316 N. 6TH ST. LEAVENWORTH, KS 66048

This historic building, given to the city of Leavenworth KS in 1902 by Andrew Carnegie, housed the Leavenworth Public Library then the Leavenworth Area Arts Council for 110 years. Exact acquired the two-story limestone and brick building and conducted a $1.4 million renovation to give it new life as 10 modern apartments, each retaining its original ornate molding and flanked with soaring 14-foot windows.

11,000 SF | Total Project Cost $1.4M
10 Two Bed, One Bed & Studio Plus Lofts

BEN DAY | 1100 3RD AVE. #201 LEAVENWORTH, KS 66048

This brick construction former elementary school built in 1909 has now been restored into bright and spacious modern apartments. It has become a thriving community for tenants who appreciate design. Ben Day houses a diverse tenant mix with a low turnover rate. Demand has been high for these units, and we hope to shift Ben Day's wait list to its identical sister school, the Broadway Lofts, that is approaching completion.

28,000 SF | Total Project Cost $3.5M
26 Two Bed, One Bed, & Large Studio Lofts

BROADWAY LOFTS | 801 N. BROADWAY ST. LEAVENWORTH KS 66048

This robust Tudor Revival-style school served the children of Leavenworth for 76 years. After being shuttered to make way for new educational developments, its beautiful bones and prime location in the heart of the city made it a perfect candidate for revitalization. Nearly a century later, with its historic integrity preserved and updated with modern amenities, the new Broadway Lofts will continue its legacy of service as a home for the growing and thriving community of Leavenworth.

28,234 SF | Total Project Cost $3.7M
27 Two Bed, One Bed, & Large Studio Lofts

UNDER CONSTRUCTION

MIDTOWN KC



THE MONARCH | 3829 MAIN ST KANSAS CITY MO 64111

Monarch continues the theme of urban rebirth, with its own unique value proposition. The former fireproof warehouse will be converted into 16 large floorplan apartments with four commercial spaces. Amenities include interior bike storage to promote tenants to try alternative modes of transportation, as well as a rooftop pool and interior lounge for tenants and guests.

37253 SF | Total Project Cost $7M
Anticipated commercial rental rate of $20/SF
Anticipated Completion Late Summer 2020

LEAVENWORTH KS

LEAVENWORTH LOCAL | 600 SHAWNEE ST. LEAVENWORTH KS 66048

The former Immaculata High School spans a block in the middle of downtown Leavenworth. The well-traveled community of Leavenworth is largely populated by those employed by the military training fort located there, making for a community hungry for extended stay hotel living. This project will contain a mix of one bed units, as well as bunkroom style offerings for larger groups. The former school's theater will be revitalized so it can accommodate small conferences and events. Commercial spaces can include a spa/salon or gym user.

52,856 SF | Total Project Cost $7.5M
60 Hotel Room Wyndham Tradewark Project
Anticipated Completion Late 2020

PIPELINE

MIDTOWN KC



THE ARMORY | 3620 MAIN ST. KANSAS CITY MO 64111

The Armory's beautiful vaulted ceilings, unique face right on Main Street overlooking the streetcar expansion line and abundant parking on Baltimore Avenue make it an ideal destination for both the Kansas City community and visitors from around the country. Armory offers a unique opportunity to offer a Food and Artisanal Hall, common in major cities across America but lacking in KCMO.

70,000 SF of land for ground up with 8 story plus zoning + 25,000 SF of historic renovation

MARLBOROUGH | 7415 TRACY AVE KANSAS CITY

The former Marlborough Elementary School, designed in the same style as the historic Plaza district, sits on a 4 acre city block lot between Troost and Paseo. Exact Partners is working with the community to redevelop this multi-acres site, incorporating elements of the historic school into a residential oasis in a changing neighborhood.

CHORUS OPPORTUNITY ZONE FUND MANAGEMENT



MARTINI CORNER & TROOST AREA PROJECTS

Exact Partners is managing the deployment of Chorus QOF capital across projects in Midtown KC including repositioning a cash flowing entertainment district for long term returns. Developing two ground up townhome projects and transforming a major intersection after being awarded 30,000 SF of highly coveted development ground through a city RFP process.

June 25, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Ilan Salzberg, Green Acres QOZB LLC** for the approval of the following application(s):

Rezone Z-22-04: The Keating School, 215 E. Orman Ave., Lot 1-13, & 17-32, Block 131, Colorado Coal and Iron Company's Addition No.1 subdivision and adjacent rights of way from Governmental (S-1) Zone District to Residential Charter Neighborhood (RCN) and Commercial Charter Neighborhood (CCN) Zone Districts.

The Planning and Zoning Commission meeting will be held on August 10th, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

June 25, 2022

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

CASE NUMBER Z-22-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Parcel 1502119003 to be sent to the attached list of owners of the real property line within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

7-26-22
(Date)

PUEBLO PLANNING AND 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 1502119003, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7-26-22
(Date)

PUEBLO PLANNING AND ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO MUNICIPAL CORP	1 CITY HALL PL	PUEBLO	CO	81003-4201
TABOR EVANGELICAL LUTHERAN CHU	102 E ORMAN AVE	PUEBLO	CO	81004-2142
DOWDY JERRY S/DOWDY PAULINE	115 E ORMAN AVE	PUEBLO	CO	81004-2141
SLOAN SHERRI LYNNE	116 E ORMAN AVE	PUEBLO	CO	81004-2142
WISEMAN DAVID AARON + WISEMAN CH	118 E ADAMS AVE	PUEBLO	CO	81004-2123
LANE JUDY L	118 E ORMAN AVE	PUEBLO	CO	81004-2142
ROMERO DAVID A	126 E ADAMS AVE	PUEBLO	CO	81004-2123
LASER PROPERTIES LLC	12649 E CALEY AVE STE 120	CENTENNIA	CO	81111-6464
GONZALES MATTHEW F	130 E ADAMS AVE	PUEBLO	CO	81004-2123
FONDA SCOTT T/FONDA DIANNA L	1323 S SCARSBORO DR	PUEBLO W	CO	81007-6359
SHERMAN ARLETTA L	13232 MAXWELL PL	DENVER	CO	80239-5862
CORDOVA BRUCE D/CORDOVA LORRAIN	1436 E 14TH ST	PUEBLO	CO	81004-3135
BOARD OF TRUSTEES OF GRACE CHRISTIA	1595 N BOWEN DR	PUEBLO W	CO	81007-3412
STODDARD SEAN	18320 BASSANO AVE	PFLUGERVI	TX	78660-2571
CONTI SHAWN + SEUBERT ALICIA	201 E ADAMS AVE	PUEBLO	CO	81004-2124
COLONY LAKES LLC	201 QUINCY ST	PUEBLO	CO	81004-2022
BRANDT MICHAEL S/BRANDT RUTH H	205 E ADAMS AVE	PUEBLO	CO	81004-2124
THOMAS SCOTT A/THOMAS MARGARET	2120 GALE RD	PUEBLO	CO	81006-1933
DUVALL CODY JAMES	215 E ADAMS AVE	PUEBLO	CO	81004-2124
BRANTLEY BEVERLEY A	219 E ADAMS AVE	PUEBLO	CO	81004-2124
ARNOLD WENDIE L	225 E ADAMS AVE	PUEBLO	CO	81004-2124
DELAROSA DANIEL	231 E ADAMS AVE	PUEBLO	CO	81004-2124
GRESS ASHLEY M/GRESS JOSEPH	235 E ADAMS AVE	PUEBLO	CO	81004-2124
WILTON LORETTA M	237 E ADAMS AVE	PUEBLO	CO	81004-2124
AYALA LEONARD	239 E ADAMS AVE	PUEBLO	CO	81004-2124
PETROPOULOS DAISY / PETROPOULOS J	3 HIGHLAND PL	PUEBLO	CO	81004-2136
JOHNSON LUCAS T	301 E ORMAN AVE	PUEBLO	CO	81004-2146
ROYZ BOYZ LLC	302 E ADAMS AVE	PUEBLO	CO	81004-2126
SANTOS ARTHUR DWAYNE	302 WINDSOR RD	LAREDO	TX	78041-7121
KOVACICH DANIEL J	30400 HUCKLEBERRY LN	PUEBLO	CO	81006-9535
BROWN ERIC L/BROWN JEANNETTE K	305 E ORMAN AVE	PUEBLO	CO	81004-2146
SHRONTZ CURTIS	306 E ORMAN AVE	PUEBLO	CO	81004-2147
JETT GARRETT MANUEL + CALVERT ALBE	307 E ORMAN AVE	PUEBLO	CO	81004-2100
AMES IDA J + AMES GARY L	308 E ADAMS AVE	PUEBLO	CO	81004-2126
LUNA LINDA L	310 E ADAMS AVE	PUEBLO	CO	81004-2126
AGUILERA ELIANA E + AGUILERA MARIO	310 E ORMAN AVE	PUEBLO	CO	81004-2147
OLLYPOP PROPERTIES LLC	311 E ADAMS AVE	PUEBLO	CO	81004-2125
MILLS VERNON	311 E ORMAN AVE	PUEBLO	CO	81004-2146
WALTERS FAYRENEWALTERS TRAVIS	3135 HANCOCK AVE	ODESSA	TX	79762-7534
AMARO JOHN S/AMARO LENA C/AMARC	314 E ORMAN AVE	PUEBLO	CO	81004-2147
MORROW WILLIAM A	315 E ORMAN AVE	PUEBLO	CO	81004-2146
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
SANCHEZ MANUEL ENRIQUE BANUELOS	316 E ADAMS AVE	PUEBLO	CO	81004-2126
HOOK DANIEL	316 E ORMAN AVE	PUEBLO	CO	81004-2147
UHLEMAN DENISE K	319 E ORMAN AVE	PUEBLO	CO	81004-2146
PEDRIE KIM D	3707 HAY CREEK RD	COLORADC	CO	80901-2376

HENDERSON THELMA J TRUST DATED SEF	4 HIGHLAND PL	PUEBLO	CO	81004-2137
SCHRIEBER PATRICIA LYNN F	5 HIGHLAND PL	PUEBLO	CO	81004-2136
BLANCHARD TIMOTHY K	5013 BUROAK LN	PARKER	CO	80134-5449
RAMEY JENNIFER S + RAMEY RICHARD C	507 BROADWAY AVE	PUEBLO	CO	81004-2115
APARICIO JORGE ALBERTO MELO	511 BROADWAY AVE	PUEBLO	CO	81004-2115
HICKMAN JOSEPH ALLEN	513 BROADWAY AVE	PUEBLO	CO	81004-2115
WELLS MIKE	519 BROADWAY AVE	PUEBLO	CO	81004-2115
NG DEBRA T	5957 S CLARKSON ST	CENTENNIA	CO	80121-2411
ALARCON CHRIS + ALARCON NANCY	6 HIGHLAND PL	PUEBLO	CO	81004-2137
CLAY DELAYNE A	610 COLORADO AVE	PUEBLO	CO	81004-2015
CHURCH OF GOD AGAPE FELLOWSHIP	611 BROADWAY AVE	PUEBLO	CO	81004-2129
BAROS JOHN D II	612 MICHIGAN ST	PUEBLO	CO	81004-2140
GARCIA THERESA CELESTE	616 COLORADO AVE	PUEBLO	CO	81004-2015
RIVERA WILLIE SR/RIVERA DEBRA	616 MICHIGAN ST	PUEBLO	CO	81004-2140
CHURCH OF GOD AGAPE FELLOWSHIP	617 BROADWAY AVE	PUEBLO	CO	81004-2129
GIGANTI AMANDA	618 MICHIGAN ST	PUEBLO	CO	81004-2140
ORTEGA RAYMOND L	619 BROADWAY AVE	PUEBLO	CO	81004-2129
GARCIA JEFFREY	620 COLORADO AVE	PUEBLO	CO	81004-2015
GARCIA CHRISTOPHER G + GARCIA THERI	624 COLORADO AVE	PUEBLO	CO	81004-2015
JOHNSON DONALD ALAN / JOHNSON JES	6-8 SMALL AVE	PUEBLO	CO	81004
UNITED STEELWORKERS OF AMERICA	701 BERKLEY AVE	PUEBLO	CO	81004-1733
VELASQUEZ SARAH	707 BERKLEY AVE	PUEBLO	CO	81004-1733
LUCERO FRED B/LUCERO DEBRA D	7120 HIGHCROFT DR	COLORADC	CO	80922-2332
2 SMITHS LLC	715 BERKLEY AVE	PUEBLO	CO	81004-1733
JOHNSON KENNETH E/JOHNSON ETTA K	818 BERKLEY AVE	PUEBLO	CO	81004-1735
ESTRADA PAULA	820 BERKLEY AVE	PUEBLO	CO	81004-1735
MADURO QUONTEZ JU-JU	832 BERKLEY AVE - 834	PUEBLO	CO	81004-1735
GONZALEZ HILARY J	9 SMALL AVE	PUEBLO	CO	81004-1738
LEWANDOWSKI NANCY LOU + LEWANDO	904 CARTERET AVE	PUEBLO	CO	81004-2445
SPOONER CHARLES E III	PO BOX 11381	PUEBLO	CO	81001-0381
ROTH LUCILLE M/ROTH DAVID R	PO BOX 1426	PUEBLO	CO	81002-1331
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
NORDMAN LESLIE E/NORDMAN ESTHER	PO BOX 3511	PUEBLO	CO	81005-0511
LAB LLC	PO BOX 5638	COLORADC	CO	80931-5638

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 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 REZONING 1.52-ACRES OF LAND ALONG STATE HIGHWAY 96 AND WEST OF VICTORY LANE FROM B-3, HIGHWAY ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The City is requesting to rezone 1.52-acres of land along State Highway 96, and west of Victory Lane to S-1, Government Use Zone District. The purpose of the rezoning is to facilitate the construction of a replacement Fire Station 6. The City is concurrently requesting to vacate a 20-foot public utility easement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The rezoning site was zoned B-3, Highway Arterial Business District, and subdivided in 1981 to facilitate commercial development along State Highway 96, within the City's East Side Neighborhood. Two lots within the subdivision have been developed along Hwy 96, Cedar Ridge Landscape and Trinity Life Center Church; all other lots remain unimproved. Pueblo Fire Department, Deputy Chief of Operations, Chris Harner, stated that the 111 Victory Lane property was chosen for the replacement Fire Station 6 based on improved fire response time for the surrounding community and the property size is large enough to accommodate a modern fire facility. The proposed Fire Station 6 will replace the current Fire Station 6, which is located at 1325 E. 4th Street. The current fire station is undersized and has deteriorated creating an unhealthy work environment.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission August 10, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE REZONING 1.52-ACRES OF LAND ALONG STATE HIGHWAY 96 AND WEST OF VICTORY LANE FROM B-3, HIGHWAY ARTERIAL BUSINESS DISTRICT TO S-1, GOVERNMENT USE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway Arterial Business Zone District to S-1, Government Use Zone District:

PARCEL B OF REARRANGEMENT OF BOUNDARY LINES RECORDED MAY 6, 1983 IN BOOK 2155 AT PAGE 979; AND LOT 4, BLOCK 3, TRINITY SUBDIVISION RECORDED IN BOOK 2076, PAGE 311 AT RECEPTION #666623, JUNE 12, 1981 IN THE PUEBLO COUNTY RECORDS, CITY OF PUEBLO, STATE OF COLORADO

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor
and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

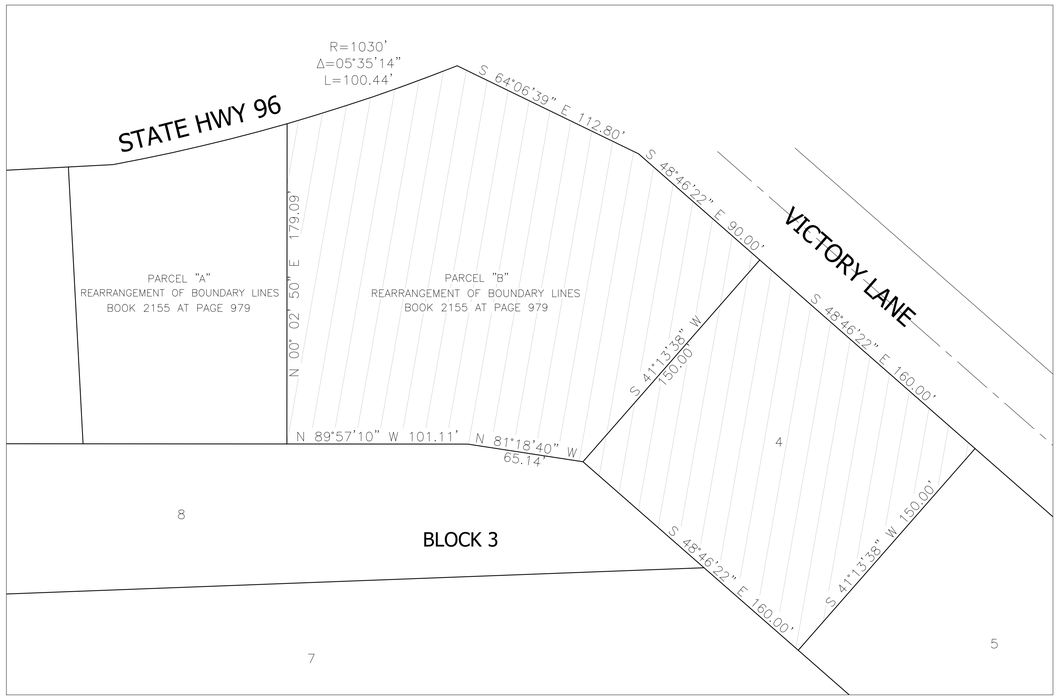
_____
President of City Council

ATTEST

_____
City Clerk

RE-ZONING EXHIBIT

PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO



LEGAL DESCRIPTION:
PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

LEGEND:

FROM B-3 to S-1

N
W E
S

SCALE: 1"=40'

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, August 10, 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, Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Sr. Planner, Melanie Turner, Interim Traffic Engineer.

APPROVAL OF AGENDA

Commissioner Bailey moved to approve the agenda
Seconded by Aznar
Motion carried 7-0

PUBLIC HEARING AND ACTION

1. **Z-22-09** **Trinity Rezoning-** Rezone 1.52 acres from B-3 Highway and Arterial Business District to S-1, Government Use District to facilitate the construction of a Fire Station. Generally located south of E. 4th Street and west of Victory Lane.

BACKGROUND:

Staff report by Beritt Odom

The rezoning site was zoned B-3, Highway Arterial Business District, and subdivided in 1981 to facilitate commercial development along State Highway 96, within the City's East Side Neighborhood. Two lots within the subdivision have been developed along Hwy 96, Cedar Ridge Landscape and Trinity Life Center Church; all other lots remain unimproved.

Pueblo Fire Department, Deputy Chief of Operations, Chris Harner, stated that the 111 Victory Lane property was chosen for the replacement Fire Station 6 based on improved fire response time for the surrounding community and the property size is large enough to accommodate a modern fire facility. The proposed Fire Station 6 will replace the current Fire Station 6, which is located at 1325 E. 4th Street. The current fire station is undersized and has deteriorated creating an unhealthy work environment.

COMPREHENSIVE PLAN COMPLIANCE:
The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use District (CMU). Commercial Mixed-Use Districts are intended primarily for large-format retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and "other supporting services." The proposed fire station will provide necessary emergency services for the adjacent neighborhood.

RECOMMENDED ACTION:
Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED.**

HEARING:

Kelly Grisham, Sr. Planner Public Works, testified in favor of the rezoning application and discussed the plan for the new Fire Station.

Chief Huber answered questions from the Board.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-09

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 10, 2022
SUBJECT:	Rezone from B-3, Highway Arterial Business District to S-1, Government Use District
APPLICANT:	City of Pueblo
PROPERTY OWNER:	City of Pueblo
LOCATION:	The project site is located at 111 Victory Lane, south of State Highway 96 and west of Victory Lane.
CONCURRENT REQUESTS:	V-22-04, Easement Vacation within Trinity Subdivision

REQUEST:
The City is requesting to rezone 1.52-acres of land along State Highway 96, and west of Victory Lane to S-1, Government Use Zone District. The purpose of the rezoning is to facilitate the construction of a replacement Fire Station 6.

BACKGROUND AND ANALYSIS:

The rezoning site was zoned B-3, Highway Arterial Business District, and subdivided in 1981 to facilitate commercial development along State Highway 96, within the City's East Side Neighborhood. Two lots within the subdivision have been developed along Hwy 96, Cedar Ridge Landscape and Trinity Life Center Church; all other lots remain unimproved.

Pueblo Fire Department, Deputy Chief of Operations, Chris Harner, stated that the 111 Victory Lane property was chosen for the replacement Fire Station 6 based on improved fire response time for the surrounding community and the property size is large enough to accommodate a modern fire facility. The proposed Fire Station 6 will replace the current Fire Station 6, which is located at 1325 E. 4th Street. The current fire station is undersized and has deteriorated creating an unhealthy work environment.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility:

North S-1, Government Use District, Pueblo County Building and City of Pueblo Housing and Citizen Services Office.

East I-2, Industrial District, building material supplier and trailer repair shop.

South B-3, Highway and Arterial Business District, undeveloped

West B-3, Highway and Arterial Business District, undeveloped

Comprehensive Plan Compliance:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed Use District (CMU). Commercial Mixed Use Districts are intended primarily for large-format retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and "other supporting services." The proposed fire station will provide necessary emergency services for the adjacent neighborhood.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

❑ Comments **The rezoning and future development of a city fire station will provide "other supporting services" as recommended in the Comprehensive Plan.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

❑ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

❑ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

❑ Comments **The application contains the required information**

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

❑ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **Deputy Chief of Operations, Chris Harner provided facts to justify the request in an email dated July 27, 2022.**

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 rezoning site is currently undeveloped natural lands, the proposed rezoning will facilitate development of a fire station which will inherently increase the amount of traffic to the site. Staff does not anticipate that the proposed rezoning or development will have a negative impact on the surrounding properties.**

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

❑ Comments **A tentative site plan has been filed with the Planning and Community Development Department and it appears to provide adequate vehicular and pedestrian amenities as well as open space.**

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

❑ Comments **June 2023**

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

❑ Comments **June 2024**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC :

A. Purpose of S-1 Zone District Standards:

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED.**

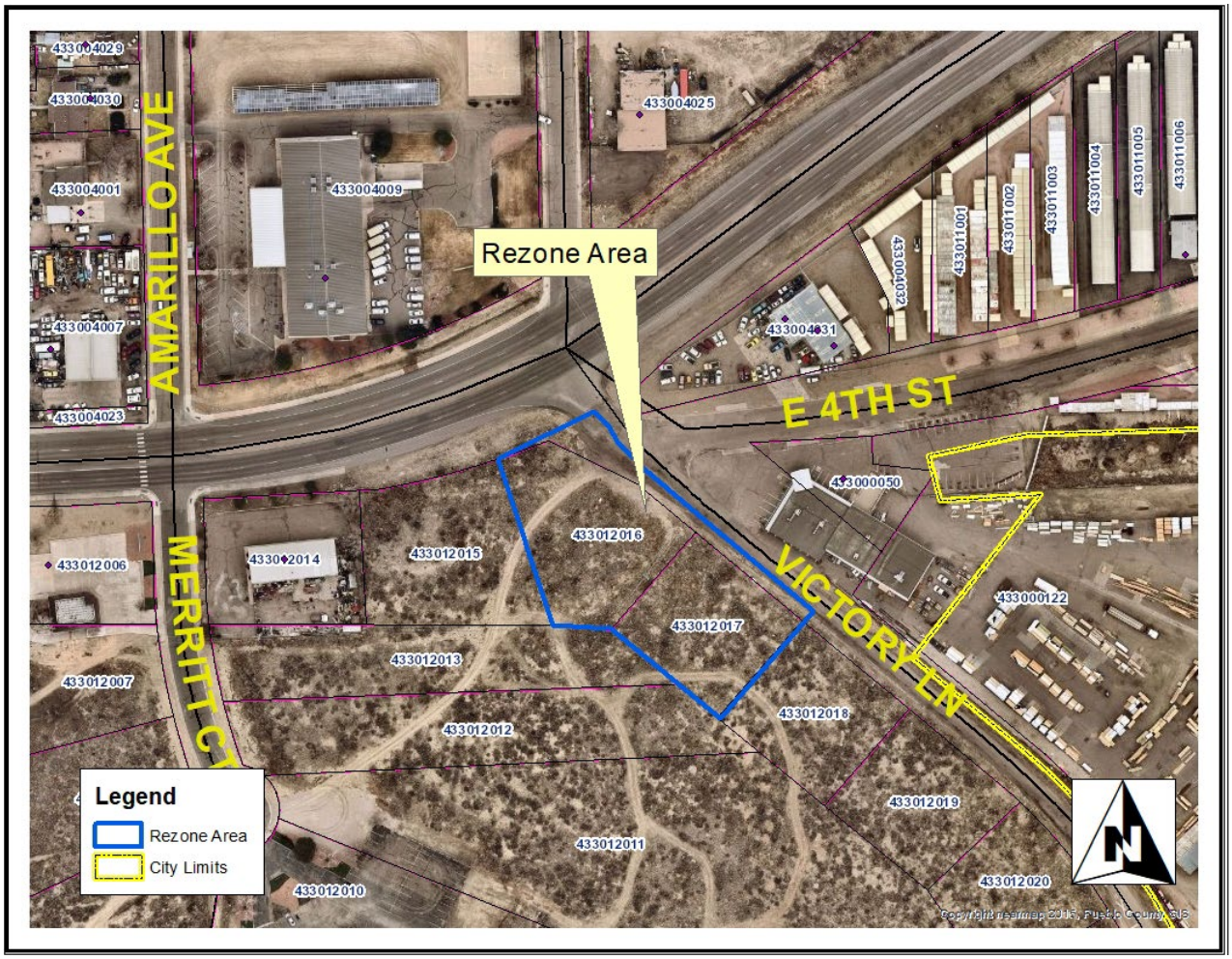
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment

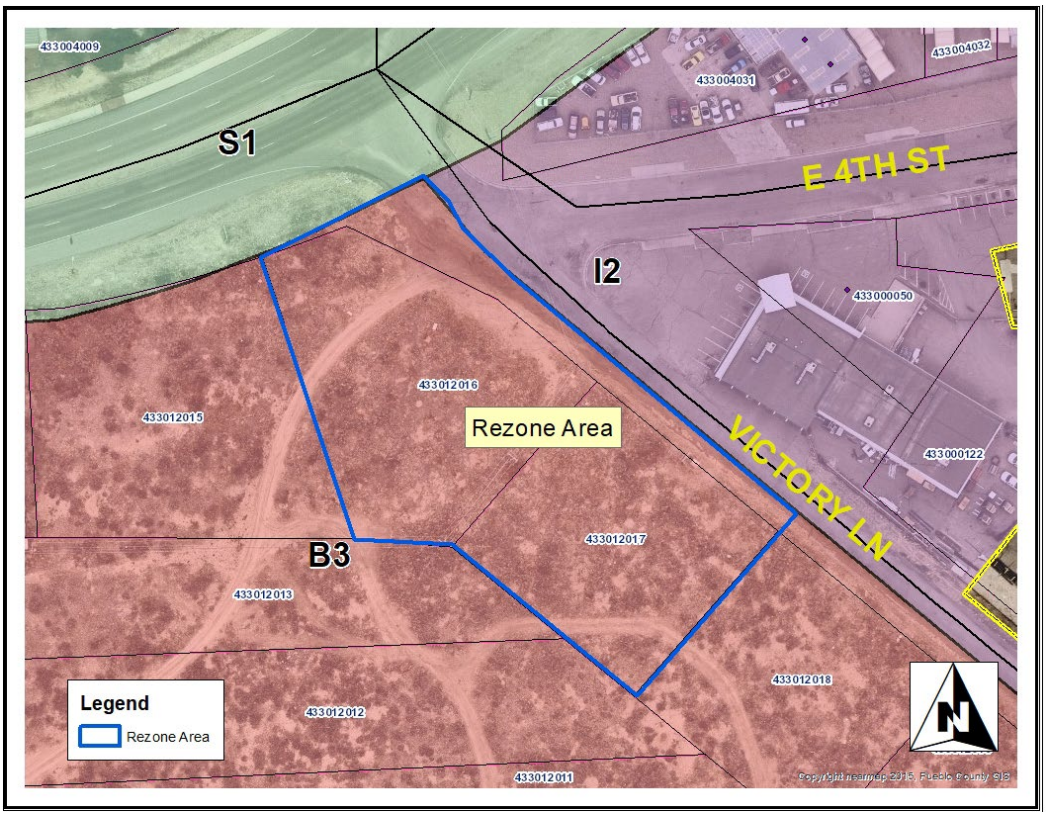
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

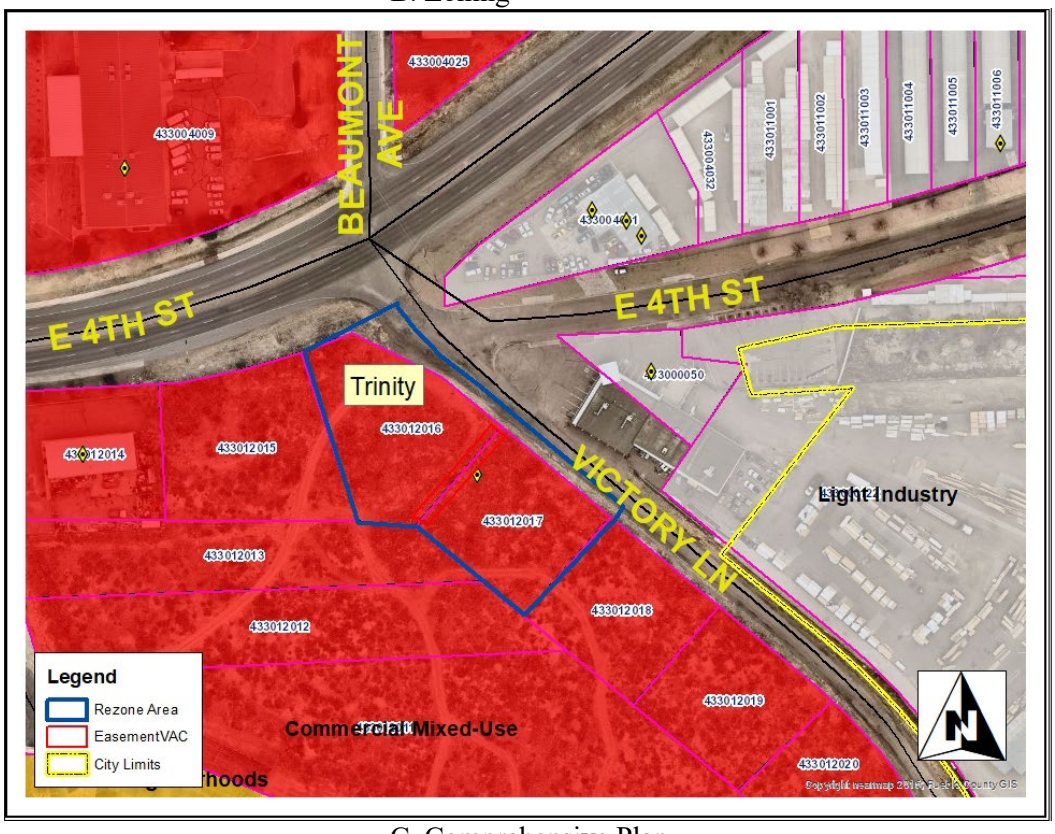
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Zoning Exhibit
F. Preliminary Site Plan



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



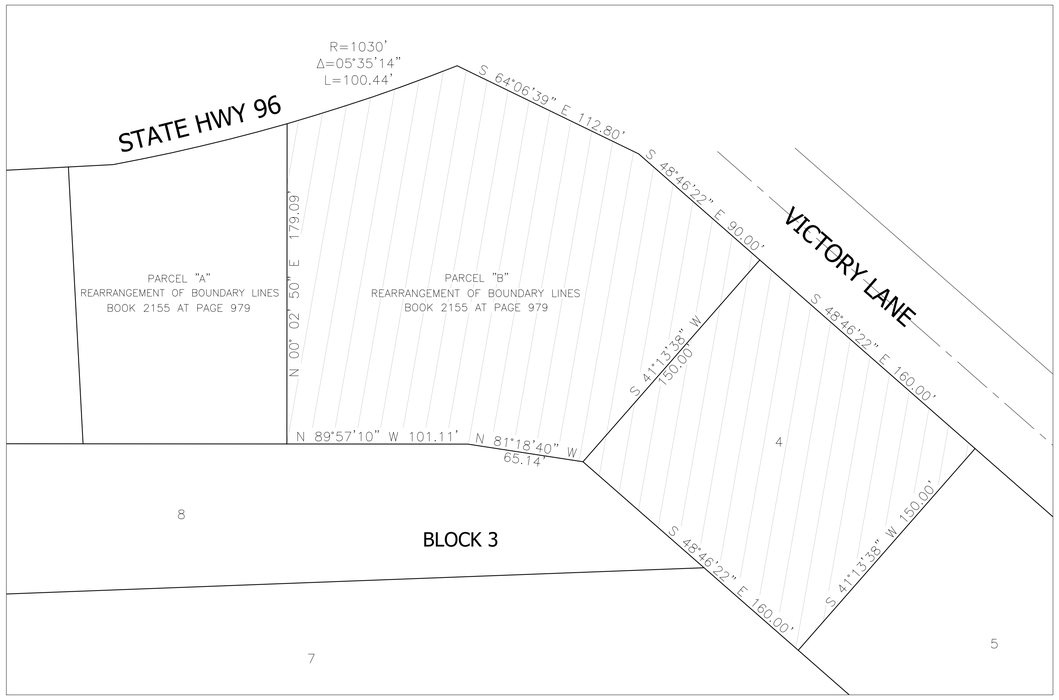
E. Site Photo, Public Notice



E. Trinity rezoning site looking west from Victory Lane

RE-ZONING EXHIBIT

PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO



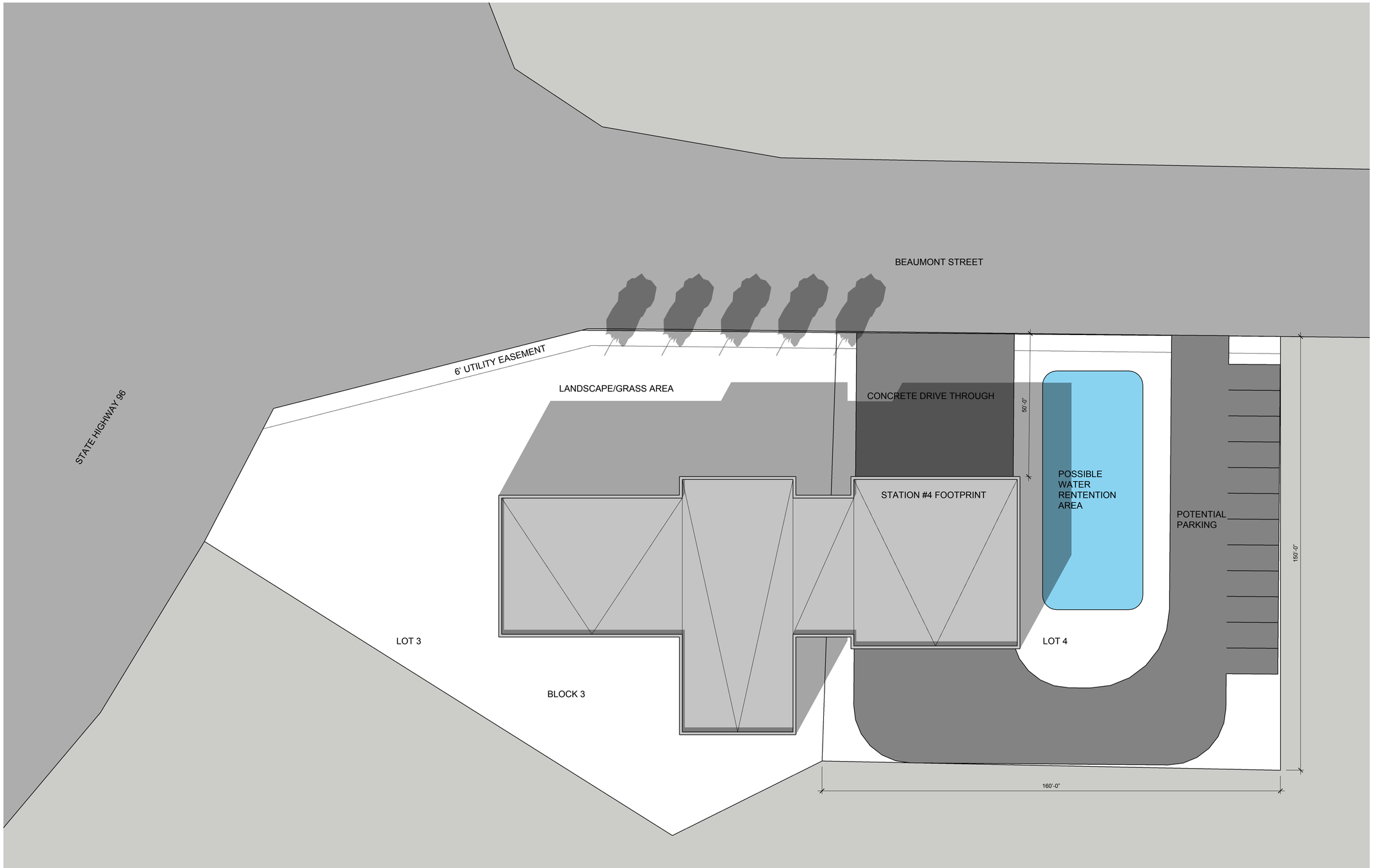
LEGAL DESCRIPTION:
PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

LEGEND:

FROM B-3 to S-1

N
W E
S

SCALE: 1"=40'



1 SITE PLAN
1/16" = 1'-0"

FD INTERNATIONAL
architecture | engineering
project management

2213 CENTRAL AVENUE
BOULDER, COLORADO 80302
303.652.3200

www.fdi-one.com

CITY OF PUEBLO
Fire Station Site Layout
Beaumont Street Pueblo, Colorado 81001

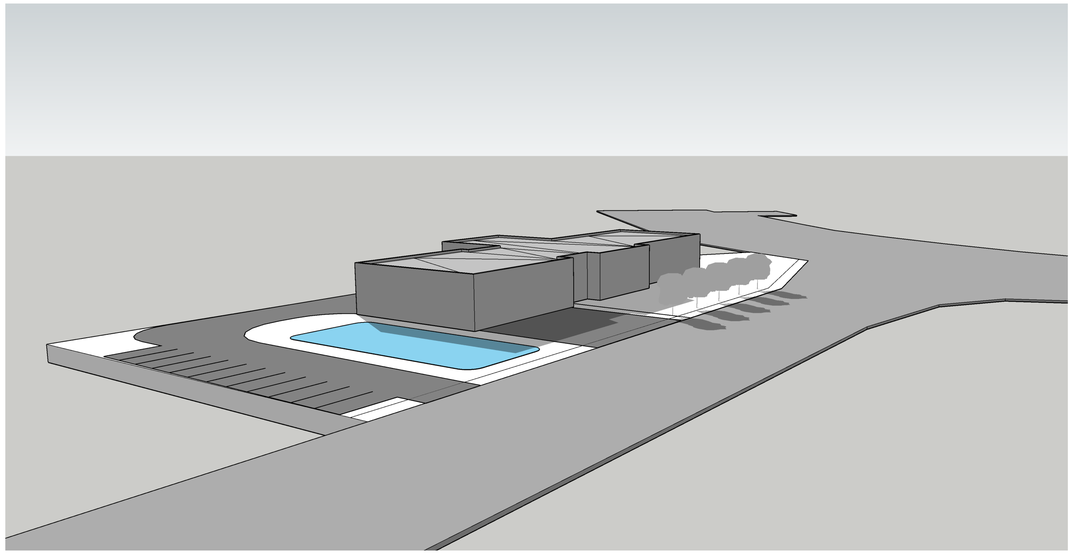
REVISIONS
NO. DESCRIPTION DATE

SITE PLAN
TRINITY SUBDIVISION
LOTS 3 + 4

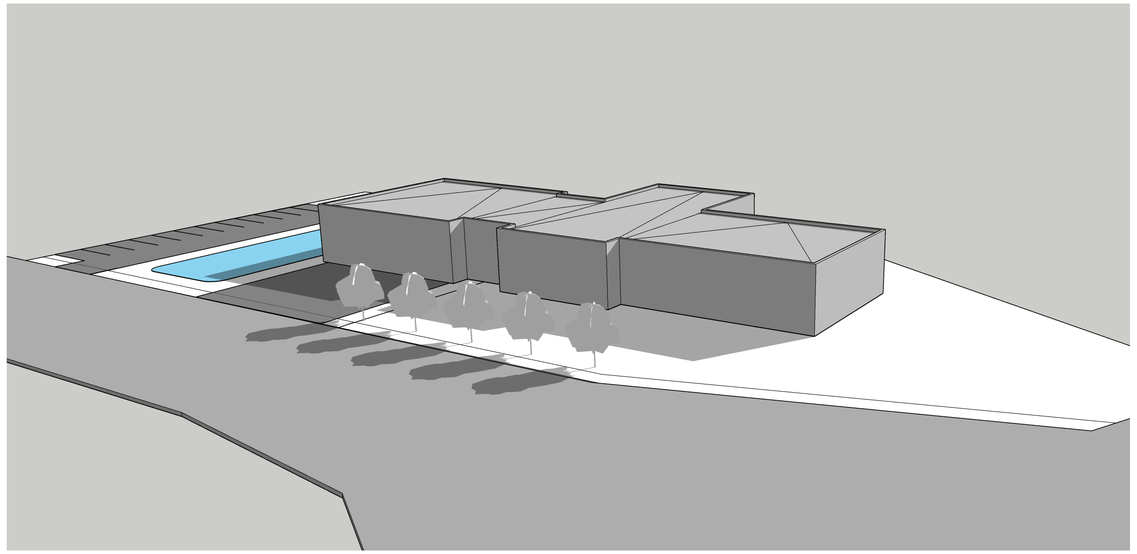
A 0.1

PROJECT NO.

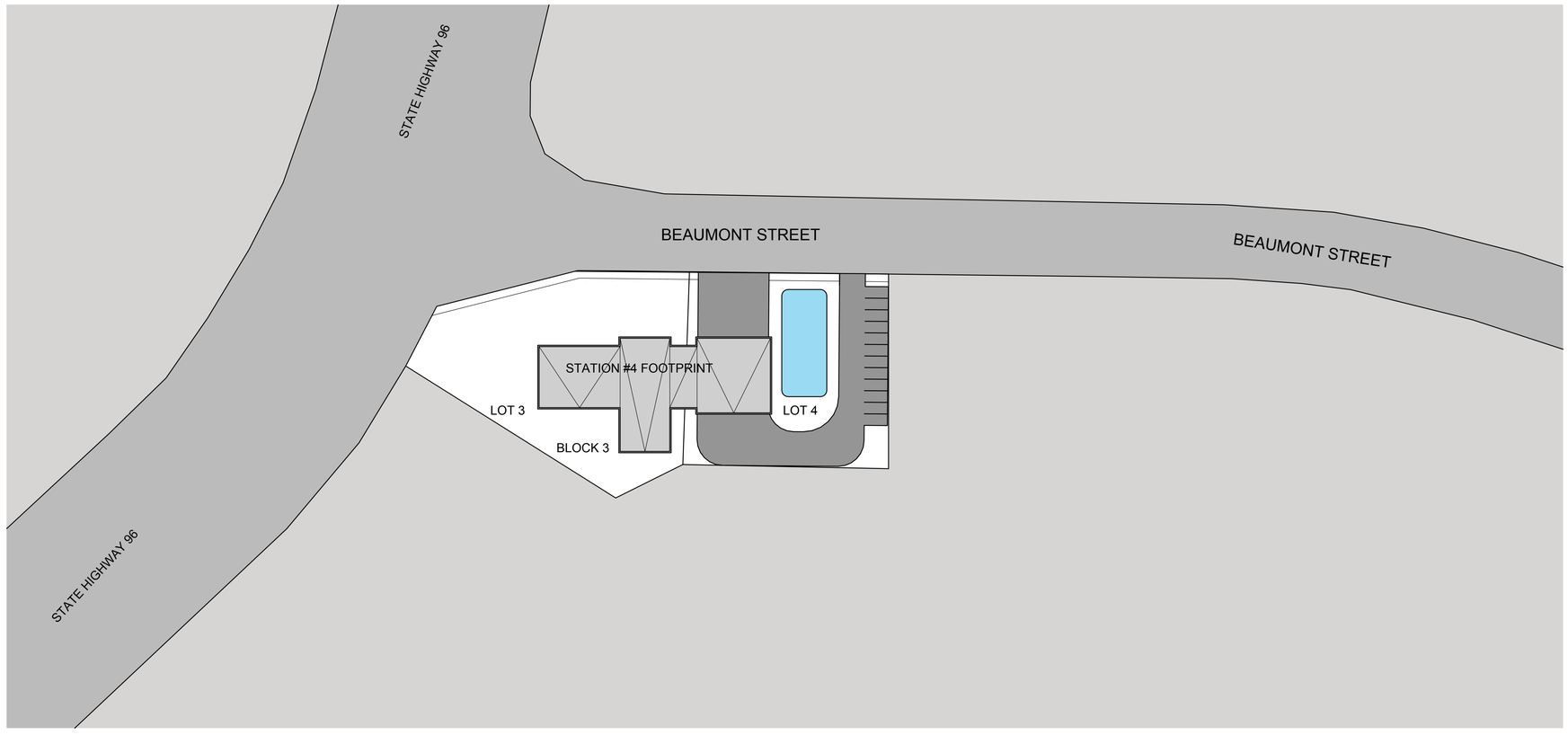
DATE 2/22/2021



3 BEAUMONT PERSPECTIVE



2 HIGHWAY 96 PERSPECTIVE



1 SITE PLAN
1" = 50'-0"

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2213 CENTRAL AVENUE
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303.652.3200

www.fdi-one.com

CITY OF PUEBLO
Fire Station Site Layout
Beaumont Street Pueblo, Colorado 81001

REVISIONS
NO. DESCRIPTION DATE

SITE PLAN
TRINITY SUBDIVISION
LOTS 3 + 4

A 0.2

PROJECT NO.

DATE 2/22/2021

May 24, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **The City of Pueblo** for the approval of the following application(s)

Z-22-09 Trinity Subdivision Rezoning: Rezoning of Lots 3 and 4, from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

February 22, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Ambrose Real Estate, LLC** for the approval of the following application(s) generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Z-22-01 River's Run Rezoning: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-09

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 433012016 and 433012017 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.

7-25-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at Parcels 433012016 and 433012017, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7-25-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
CITY OF PUEBLO	1 CITY HALL PL	PUEBLO	CO	81003-4201
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
COLORADO METAL SPINNING INC	2701 E 4TH ST	PUEBLO	CO	81001-4257
CORNELLA BROS LLC	2730 N 9TH ST	CANON CIT	CO	81212-8516
TRINITY LIFE CENTER	36 MERRITT CT	PUEBLO	CO	81001-4258
MONTOYA ROBERT JR/MONTOYA RONALD	6 MERRITT CT	PUEBLO	CO	81001-4258
GLOBAL PROPOSAL LLC	PO BOX 1280	MORRISON	CO	80465-5280
B M C WEST CORPORATION C/O MARVIN F POER	PO BOX 52427	ATLANTA	GA	30355-0421

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A 20-FOOT PUBLIC UTILITY EASEMENT BETWEEN PARCEL B, REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION

SUMMARY:

The City is requesting to vacate a 20-foot public utility easement between Parcel B, rearrangement of boundary lines and Lot 4, Block 3, Trinity Subdivision. The City is concurrently requesting to rezone 1.52-acres along State Highway 96 and west of Victory Lane.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The 20-foot Public Utility Easement (PUE) that is proposed to be vacated was subdivided in 1981 to provide utility services to the individual lots created within the Trinity Subdivision. The City is requesting to vacate the 20-foot PUE to facilitate the Trinity Subdivision Rearrangement of Property Boundaries, which will create a building site for the proposed replacement Fire Station 6. The proposed rearrangement of property boundaries combines Parcel B, Rearrangement of Boundary Lines, and Lot 4, Block 3, Trinity Subdivision to create a 1.52-acre building site for the new fire station. The PUE will no longer be necessary once the two parcels are combined.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current alley would remain and would impede the applicant's ability to develop the property.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission August 10, 2022 Public Hearing
Memorandum from the Department of Public Works Dated August 11, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE VACATING A 20-FOOT PUBLIC UTILITY EASEMENT BETWEEN PARCEL B, REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION

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

SECTION 1.

The following public utility easement:

ALL OF THE 20' PUBLIC UTILITY EASEMENT ADJACENT TO LOTS 3 & 4, TRINITY SUBDIVISION AS RECORDED IN BOOK 2076, PAGE 311 AT RECEPTION #666623, JUNE 12, 1981 IN THE PUEBLO COUNTY RECORDS, CITY OF PUEBLO, STATE OF COLORADO

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

EASEMENT VACATION WITHIN TRINITY SUBDIVISION

THE 20' PUBLIC UTILITY EASEMENT BETWEEN PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

PUEBLO, COLORADO
APRIL 5, 2022

PROPERTY LEGAL DESCRIPTION:
PARCEL "B" REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO

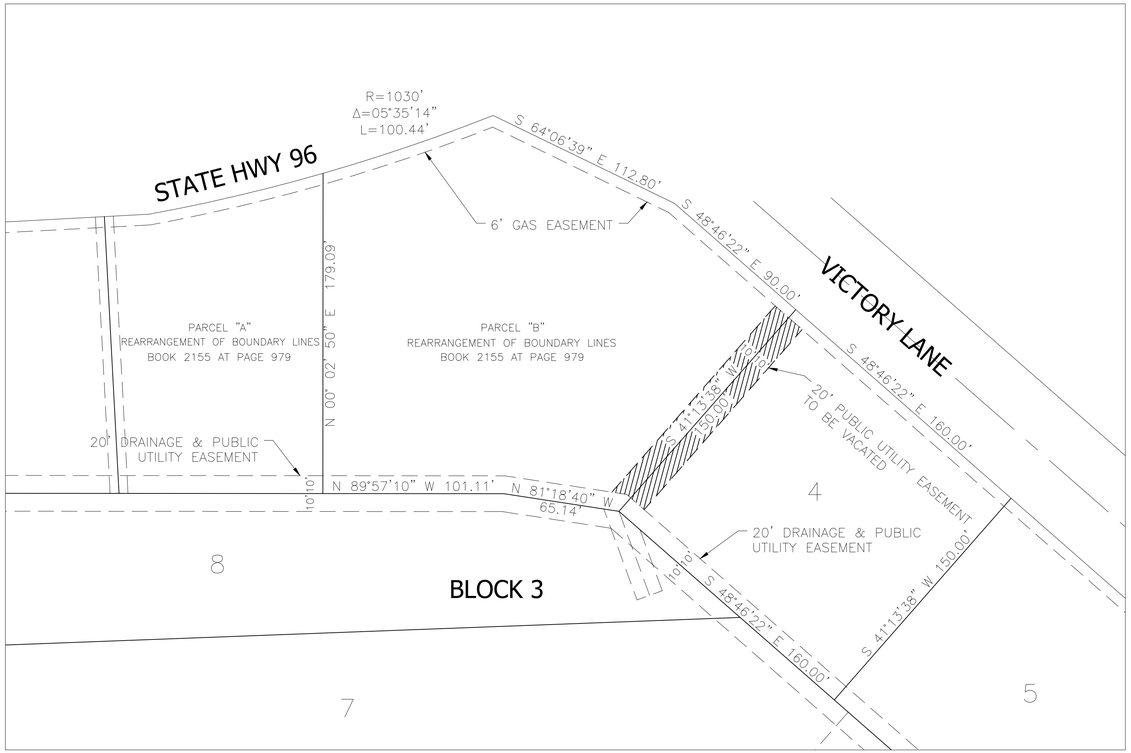
EASEMENT TO BE VACATED:
ALL OF THE 20' PUBLIC UTILITY EASEMENT ADJACENT TO
PARCEL "B" REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION

PURPOSE:
THE PURPOSE OF THIS VACATION IS TO VACATE THE 20' PUBLIC UTILITY EASEMENT AND COMBINE PARCEL "B" AND LOT 4, BLOCK 3, TRINITY SUBDIVISION WITH A REARRANGEMENT OF PROPERTY BOUNDARIES IN ORDER FOR THE CITY OF PUEBLO TO CONSTRUCT A NEW FIRE STATION.

RESERVATIONS:
NONE

SURVEYORS CERTIFICATION:
I, RILEY MONROE BRYAN, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED ON AN ACTUAL FIELD SURVEY CONDUCTED BY ME, BUT WAS PREPARED USING THE INFORMATION SHOWN ON THE PLAT OF TRINITY SUBDIVISION, AS RECORDED IN BOOK 2076, PAGE 311 AT RECEPTION #666623, JUNE 12, 1981 IN THE PUEBLO COUNTY RECORDS, CITY OF PUEBLO, STATE OF COLORADO.

RILEY MONROE BRYAN **DATE**
PROFESSIONAL LAND SURVEYOR NO. 31925



N
W E
S
SCALE: 1"=40'

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, August 10, 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, Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Sr. Planner, Melanie Turner, Interim Traffic Engineer.

APPROVAL OF AGENDA

Commissioner Bailey moved to approve the agenda
Seconded by Aznar
Motion carried 7-0

PUBLIC HEARING AND ACTION

1. **V-22-04 Easement Vacation Trinity Subdivision-**Vacation of a 20-foot Public Utility Easement between Lots 3 and 4, Trinity Subdivision. Generally located south of E. 4th Street and west of Victory Lane.

   Staff report by Beritt Odom

BACKGROUND AND ANALYSIS:

The 20-foot Public Utility Easement (PUE) that is proposed to be vacated was subdivided in 1981 to provide utility services to the individual lots created with the Trinity Subdivision. The City is requesting to vacate the 20-foot PUE to facilitate the Trinity Subdivision Rearrangement of Property Boundaries, which will create a building site for the proposed, replacement Fire Station 6. The proposed rearrangement of property boundaries combines Parcel B, Rearrangement of Boundary Lines, and Lot 4, Block 3, Trinity Subdivision to create a 1.52 acre building site for the new fire station. The public utility easement will no longer be necessary once the two parcels are combined.

COMPREHENSIVE PLAN COMPLIANCE:

N/A

RECOMMENDATION:

The Subdivision Review Committee recommends the Easement Vacation be recommended to City Council for **APPROVAL.**

HEARING:

Kelly Grisham, Sr. Planner Public Works, testified in favor of the vacation application and discussed the plan for the new Fire Station.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0**.

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-04 Easement Vacation within Trinity Subdivision

DATE: August 11, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-22-04

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 10, 2022
SUBJECT:	Trinity Subdivision Easement Vacation
APPLICANT:	City of Pueblo
OWNER:	City of Pueblo
LOCATION:	The project site is located at 111 Victory Lane, south of State Highway 96 and west of Victory Lane.
CONCURRENT REQUESTS:	Z-22-09, Rezone from B-3 to S-1 RPB-22-05 Trinity Subdivision Rearrangement of Property Boundaries

Request:
Vacation of the 20-foot Public Utility Easement between Parcel B, Rearrangement of Boundary Lines and Lot 4, Block 3, Trinity Subdivision.

BACKGROUND AND ANALYSIS:

The 20-foot Public Utility Easement (PUE) that is proposed to be vacated was subdivided in 1981 to provide utility services to the individual lots created with the Trinity Subdivision. The City is requesting to vacate the 20-foot PUE to facilitate the Trinity Subdivision Rearrangement of Property Boundaries, which will create a building site for the proposed, replacement Fire Station 6. The proposed rearrangement of property boundaries combines Parcel B, Rearrangement of Boundary Lines, and Lot 4, Block 3, Trinity Subdivision to create a 1.52 acre building site for the new fire station. The public utility easement will no longer be necessary once the two parcels are combined.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee the Easement Vacation be recommended to City Council for APPROVAL.

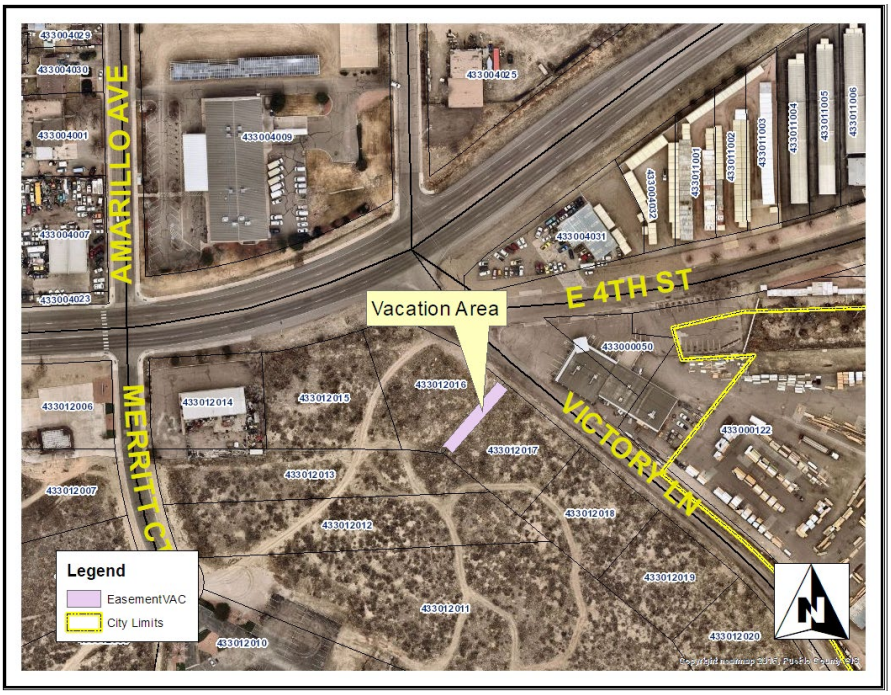
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

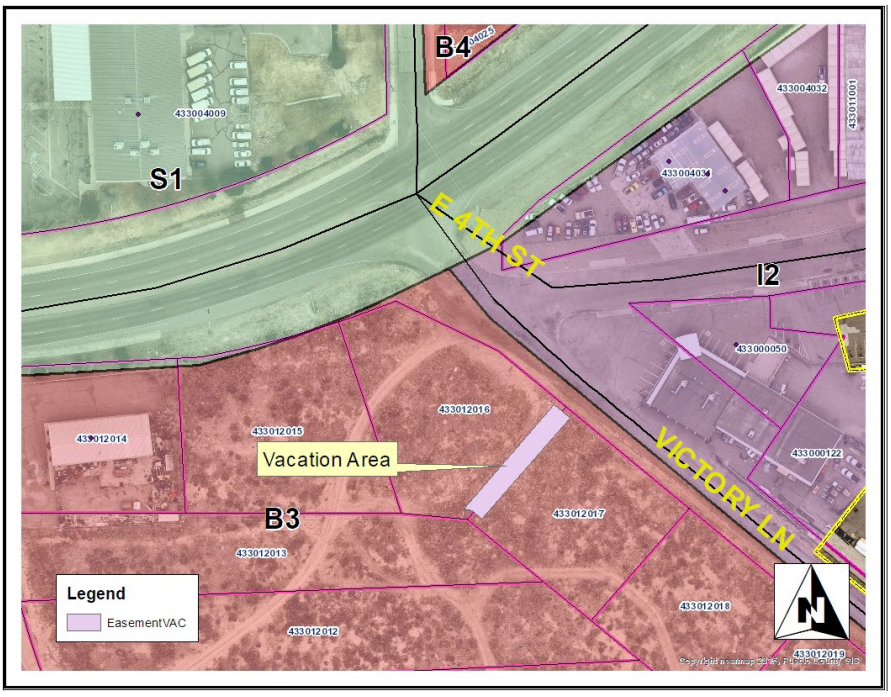
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. SRC Memo, August 3rd, 2022
E. Vacation Plat

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



Attachment D. Site Photos

EASEMENT VACATION WITHIN TRINITY SUBDIVISION

THE 20' PUBLIC UTILITY EASEMENT BETWEEN PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

PUEBLO, COLORADO
APRIL 5, 2022

PROPERTY LEGAL DESCRIPTION:
PARCEL "B" REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO

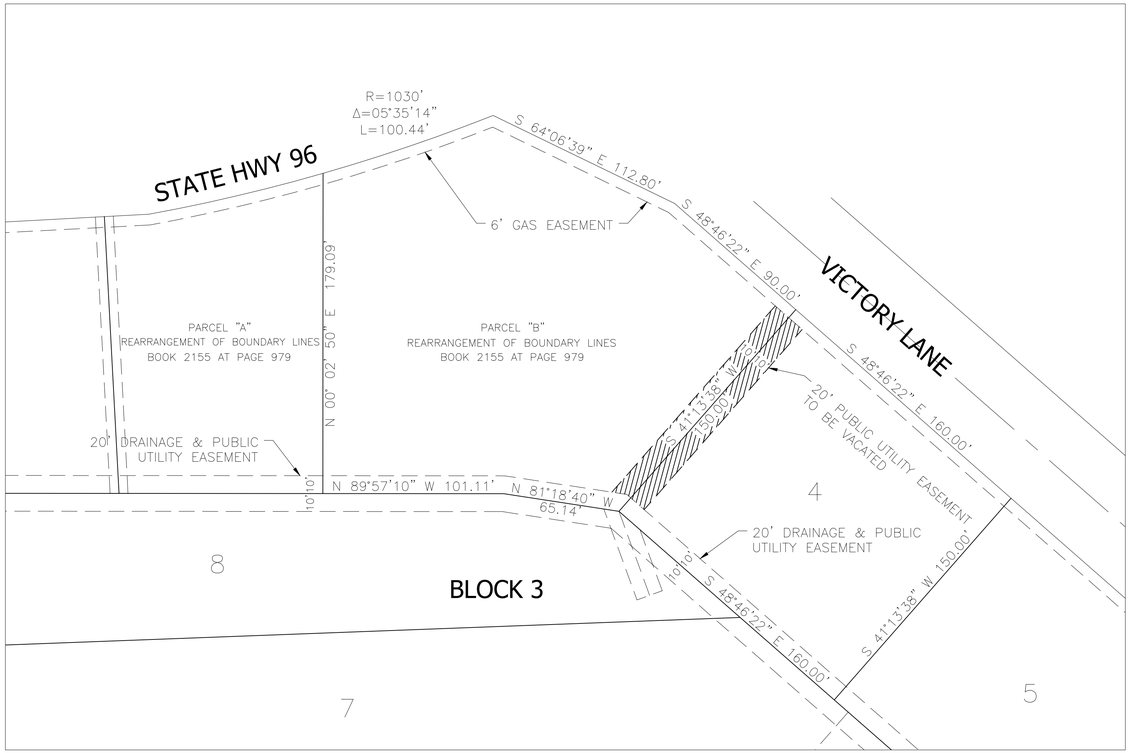
EASEMENT TO BE VACATED:
ALL OF THE 20' PUBLIC UTILITY EASEMENT ADJACENT TO
PARCEL "B" REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION

PURPOSE:
THE PURPOSE OF THIS VACATION IS TO VACATE THE 20' PUBLIC UTILITY EASEMENT AND COMBINE PARCEL "B" AND LOT 4, BLOCK 3, TRINITY SUBDIVISION WITH A REARRANGEMENT OF PROPERTY BOUNDARIES IN ORDER FOR THE CITY OF PUEBLO TO CONSTRUCT A NEW FIRE STATION.

RESERVATIONS:
NONE

SURVEYORS CERTIFICATION:
I, RILEY MONROE BRYAN, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED ON AN ACTUAL FIELD SURVEY CONDUCTED BY ME, BUT WAS PREPARED USING THE INFORMATION SHOWN ON THE PLAT OF TRINITY SUBDIVISION, AS RECORDED IN BOOK 2076, PAGE 311 AT RECEPTION #666623, JUNE 12, 1981 IN THE PUEBLO COUNTY RECORDS, CITY OF PUEBLO, STATE OF COLORADO.

RILEY MONROE BRYAN **DATE**
PROFESSIONAL LAND SURVEYOR NO. 31925



N
W E
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SCALE: 1"=40'

July 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **the City of Pueblo** for the approval of the following application(s) generally located south of E. 4th Street and west of Victory Lane.

V-22-04 Easement Vacation Trinity Subdivision: Vacation of a 20-foot Public Utility Easement between lots 3 and 4, Trinity Subdivision.

Z-22-09 Rezoning Trinity Subdivision: Rezone 1.52 acres from B-3 Highway and Arterial Business District to S-1, Government Use District to facilitate the construction of a Fire Station.

The Planning and Zoning Commission meeting will be held on August 10, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER V-22-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: of a 20-foot Public Works Utility Easement Vacation to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

7-25-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the of a 20-foot Public Works Utility Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7-25-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
CITY OF PUEBLO	1 CITY HALL PL	PUEBLO	CO	81003-4201
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
COLORADO METAL SPINNING INC	2701 E 4TH ST	PUEBLO	CO	81001-4257
CORNELLA BROS LLC	2730 N 9TH ST	CANON CIT	CO	81212-8516
TRINITY LIFE CENTER	36 MERRITT CT	PUEBLO	CO	81001-4258
MONTOYA ROBERT JR/MONTOYA RONALD	6 MERRITT CT	PUEBLO	CO	81001-4258
GLOBAL PROPOSAL LLC	PO BOX 1280	MORRISON	CO	80465-5280
B M C WEST CORPORATION C/O MARVIN F POER	PO BOX 52427	ATLANTA	GA	30355-0421

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 5 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 55.954-acres into 101 single-family residential lots, two multifamily residential lots, two commercial/mixed-use lots, and four parcels for drainage, detention, pedestrian, trail, public utilities and one parcel for pedestrian connectivity to the neighborhood park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is located west of North Vista Highlands, Filing No. 1. The proposed subdivision divides the property into 101 single-family residential lots, two multifamily residential lots and two large commercial/mixed-use lots. The subdivision also includes five parcels, which will be owned, developed, and maintained by the North Vista Highlands Metropolitan District ("Metropolitan District"). Parcels A, B, C, and D are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. Two of the parcels, Parcels A and C, also include access in the dedication. These parcels will provide greenspace, trails, and stormwater infrastructure to service the surrounding residences. Parcel E is 3.5 acres and is dedicated as a neighborhood park that will be owned, developed and maintained by the Metropolitan District. Parcels F and G will provide a pedestrian connection through Blocks 9 and 10 to the neighborhood park located in Parcel E and the future trail that will be constructed in Parcel A. All proposed single-family residential lots have an area greater than 5,000 square feet and a lot width greater than 50-feet. The North Vista PUD requires lots with a width between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet have a 30-foot setback. All subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision

(Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider “to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project” (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 1 and the proposed Filing No. 5, will dedicate a total of 2.55 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel E, which will be developed with this subdivision, exceeds the required 2.66 acres required by nearly one acre.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance.
Minutes of the Planning and Zoning Commission August 10, 2022 Public Hearing
Memorandum from the Department of Public Works Dated August 31, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 5 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No. 5, being a subdivision of land legally described as:

A parcel of land located in the Northwest one-quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

A portion of parcel "K" according to the recorded plat of North Vista Highlands, Filing No. 1 as filed for record on November 15, 2019 at Reception No. 2159276 in the office of the Pueblo County Clerk and Recorder and parcels "D", "E", and "F" according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder, and all being more particularly described as follows:

Beginning from the southeast corner of Parcel "K" according to the aforementioned recorded plat of North Vista Highlands, Filing No. 1 said point also being on the north right-of-way line of Vision Hills Parkway as platted in the aforementioned North Vista Highlands, Filing No. 1; thence westerly along said north right-of-way line a bearing of S. 88°03'11" W., a distance of 1249.15 feet to a point on the westerly right-of-way line of Cedarweed Boulevard according to the aforementioned recorded plat of North Vista Highlands, Filing No. 2; thence N. 02°25'18" W. along the westerly right-of-way line of said Cedarweed Boulevard, a distance of 281.00 feet; thence continuing along said westerly right-of-way line along the arc of a curve to the left whose radius is 640.00 feet, a distance of 515.14 feet; thence N. 48°32'22" W., a distance of 664.97 feet; thence N. 41°27'38" E., a distance of 80.00 feet to a point on the easterly right-of-way line of Cedarweed Boulevard; thence N. 48°32'22" W., a distance of 30.00 feet; thence N. 41°27'38" E., a distance of 200.41 feet; thence along the arc of a curve to the right whose radius is 380.00 feet, a distance of 313.00 feet; thence N. 88°39'15" E., a distance of 315.54 feet; thence S. 01°20'45" E., a distance of 30.00 feet; thence N. 88°39'15" E., a distance of 261.92 feet; thence along the arc of a curve to the right whose radius is 250.00 feet, a distance of 192.32 feet; thence S. 47°16'06" E., a distance of 187.26 feet; thence N. 43°52'47" E., a distance of 209.99 feet; thence along the arc of a curve to the right whose radius is 930.00 feet, a distance of 388.79 feet; thence N. 67°49'57" E., a distance of 160.29 feet to the westerly right-of-way line of Walking Stick Boulevard according to the aforementioned recorded plat of North Vista Highlands Filing No. 2; thence along the arc of a curve to the right whose radius is 950.00 feet, a distance of 334.99 feet along the westerly right-of-way line of Walking Stick Boulevard; thence S. 01°56'54" E., a distance of 1,299.70 feet; thence along the arc of a curve to the right whose radius is 150.00 feet and whose center bears S.

22°13'54" E., a distance of 120.78 feet to the Point of Beginning.

Containing 55.954 acres, more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

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

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: NVH PHASE 2A, LLC, a Colorado Limited Liability Company, Pueblo Heights LLC, a Colorado Limited Liability Company, and NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1, a quasi–municipal corporation and political subdivision of the State of Colorado being the sole owners of the following property:

A parcel of land located in the Northwest one–quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

A portion of parcel "K" according to the recorded plat of North Vista Highlands, Filing No. 1 as filed for record on November 15, 2019 at Reception No. 2159276 in the office of the Pueblo County Clerk and Recorder and parcels "D", "E", and "F" according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder, and all being more particularly described as follows:

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Containing 55.954 acres, more or less.

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 5.

All of the streets and easements for drainage, detention, sanitary, stormwater, trail, and all public utilities, shown hereon, are hereby dedicated to the City for perpetual use of the public. With respect to all easements for city utilities, including but not limited to, sanitary and stormwater services and whether designated as a drainage easement, public utility easement, or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street, or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection, or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from said Owner(s).

Parcels A and C are hereby reserved for drainage, detention, pedestrian, trail, landscaping, and public utility purposes to be owned and maintained by the Owner of said Parcels or any subsequent owner(s)

Parcels B and D are hereby reserved for drainage, access, public utility, pedestrian, trail, and landscape purposes to be owned and maintained by the Owner of said Parcels or any subsequent owner(s)

Parcel E, containing 3.50 acres, more or less, is hereby reserved for pedestrian, park, public utility, and landscape purposes to be owned and maintained by the Owner of said Parcel or any subsequent owner(s)

Parcels F and G are hereby reserved for pedestrian, public utility, and landscape purposes to be owned and maintained by the Owner of said Parcels or any subsequent owner(s)

Drainage facilities located within all Parcels reserved for such purposes and shown hereon shall be installed, repaired, and maintained in good working order and condition by the Owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon, and the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the Annexed Plat. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said Owner.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcels shown hereon shall be improved, repaired and maintained in good condition by the Owner of the Parcels in accordance with the improvement plans approved by the City of Pueblo & Subdivision Improvements Agreement filed contemporaneously with the Plat.

Landscaping located within Parcels reserved for such purposes, and shown hereon, shall be installed, repaired, and maintained in good condition by the Owner of said Parcels.

There shall be no direct vehicular access from and between any lot to Walking Stick Boulevard or Vision Hills Parkway.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, _____, and recorded in the Office of the Clerk and Recorder of Pueblo County, Colorado.
Recorder of Pueblo County, Colorado.

IN WITNESS WHEREOF, Daniel Dinwiddie, the Manager of NVH PHASE 2A, LLC, a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

NVH PHASE 2A, LLC
a Colorado Limited Liability Company

_____
Daniel Dinwiddie, Manager
NVH PHASE 2A, LLC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____ , State of _____ , do hereby certify that Daniel Dinwiddie, the Manager of NVH PHASE 2A, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

IN WITNESS WHEREOF, David Resnick, the Manager of PUEBLO HEIGHTS, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

PUEBLO HEIGHTS LLC,
a Colorado Limited Liability Company, by Jevin Investments, Inc., Manager David Resnick, President

_____
David Resnick, Manager
PUEBLO HEIGHTS LLC

STATE OF _____)
)SS
COUNTY OF_____)

I, _____, a Notary Public in and for the County of _____ , State of _____ , do hereby certify that David Resnick, the Manager of PUEBLO HEIGHTS, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

IN WITNESS WHEREOF, David Resnick, President of NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1, a quasi–municipal corporation and political subdivision of the State of Colorado sets his hand and seal this _____ , day of _____ , _____ A.D.:

NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1,
a quasi–municipal corporation and political subdivsion of the State of Colorado

_____
David Resnick, President
NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1,
a Colorado Special District

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____ , State of _____ , do hereby certify that David Resnick, the President of NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

NORTH VISTA Planned PUD Units
Planning Area 3: 675 units Total

*North Vista Highlands, Filing No. 5: (157) units**
Planning Area 3 balance: 518 units

**105 Platted lots*
56 Dwelling Units in Lots 1 & 2, Block 5
0 Dwelling Units in Lot 1, Block 1 and Lot 1, Block 2 (Commercial)

CURRENT NORTH VISTA PUD Park Dedication in Planning Area 3:

North Vista Highlands, Filing No. 5:
Neighborhood/Pocket Park Dedication
Parcels A, B, and C (drainage parcel with landscape and trail):
9.65 acres x 40% = 3.86 acres
Parcel E (park parcel): 3.50 acres

TOTAL PARK DEDICATION: 7.36 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	7.36 ac

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc.

By:_____
President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this_____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works *Date*

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission *Date*

– NOTICE –

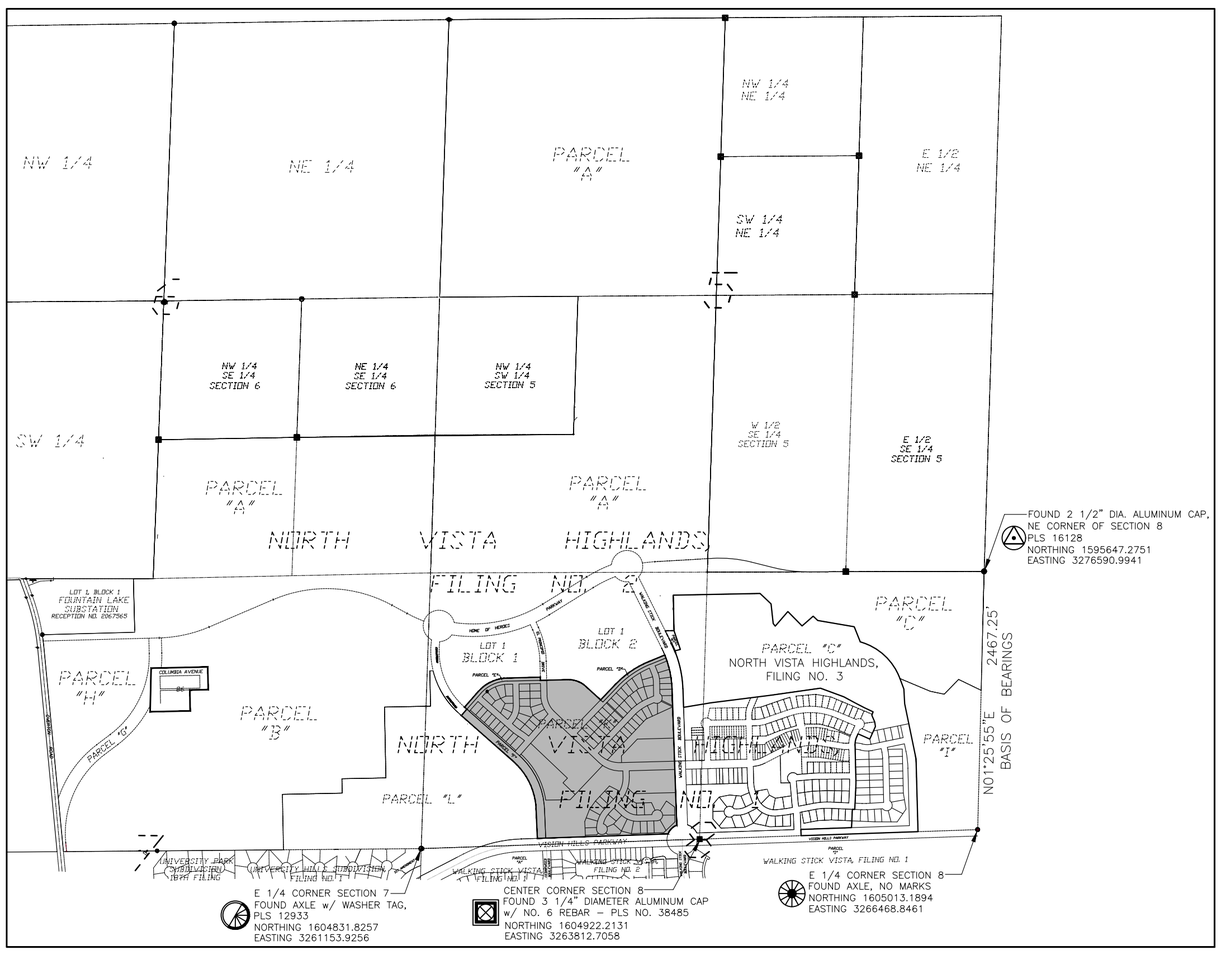
NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No._____ .

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 5 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk *Date*

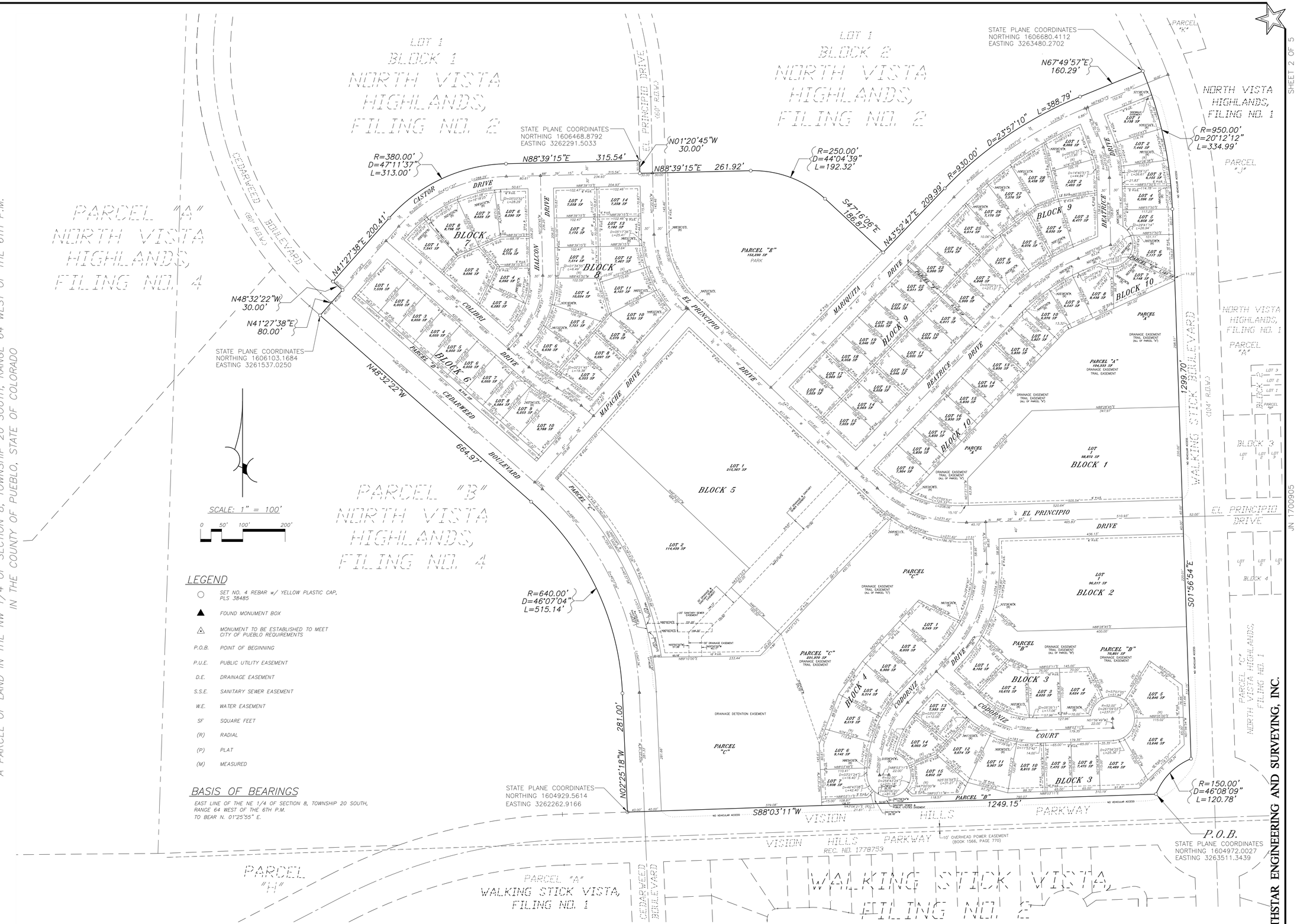


MONUMENTATION MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. TO BEAR N. 01°25'55" E.

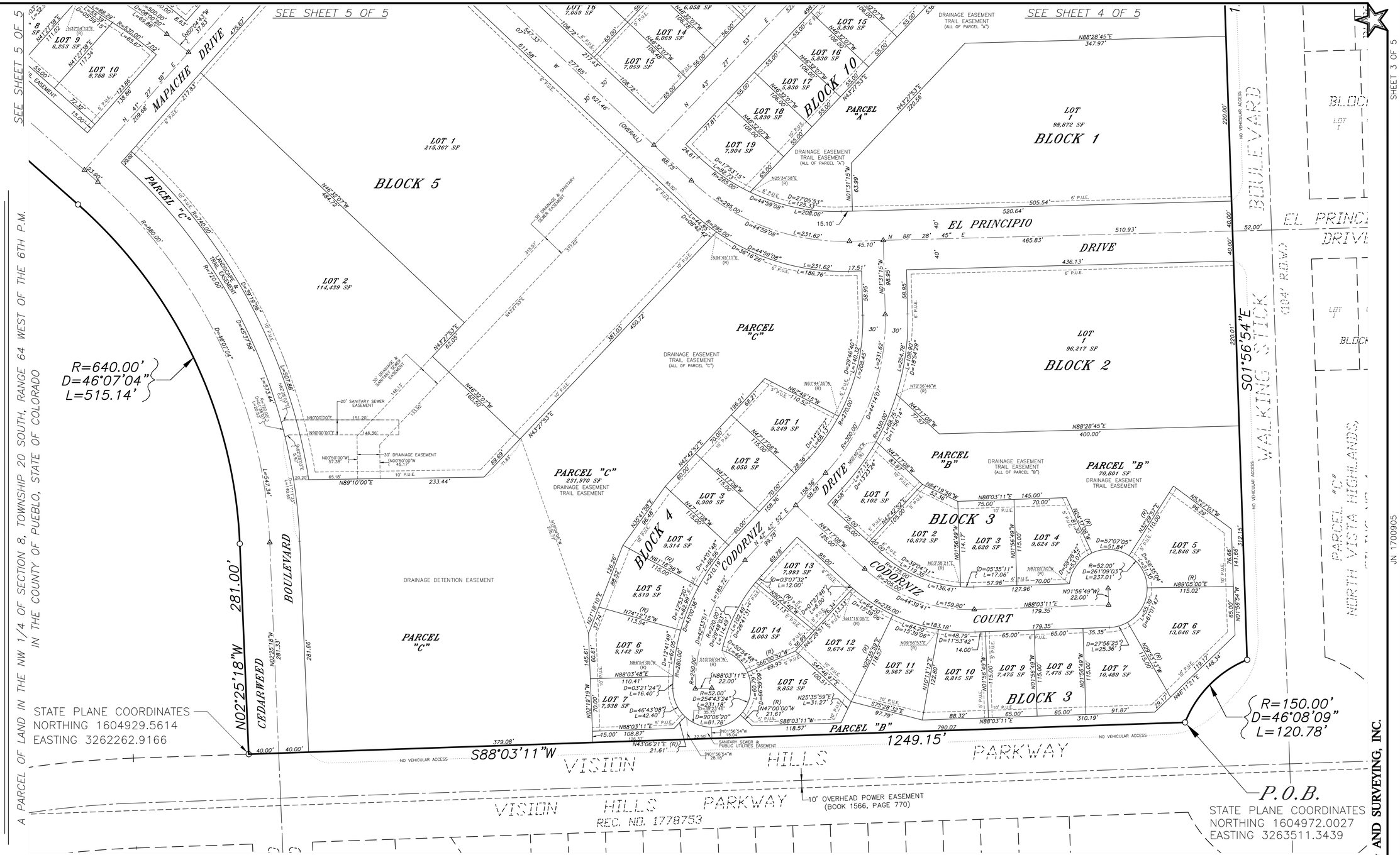
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

SHEET 2 OF 5

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



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- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M. TO BEAR N. 01°25'55" E.

SCALE: 1" = 60'

0 30' 60' 120'

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

SHEET 3 OF 5

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

LEGEND

- ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
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(M)	MEASURED

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M. TO BEAR N. 01°25'55" E.

SCALE: 1" = 60'

0 30' 60' 120'

LOT 1
BLOCK 2
NORTH VISTA HIGHLANDS FILING NO. 2

STATE PLANE COORDINATES
NORTHING 1606468.8792
EASTING 3262291.5033

STATE PLANE COORDINATES
NORTHING 1606680.4112
EASTING 3263480.2702

EL PRINCIPIO DRIVE (60' R.O.W.)

N01°20'45"W 30.00'

N88°39'15"E 261.92'

R=250.00'
D=44°04'39"
L=192.32'

S47°16'06"E 186.87'

N43°52'47"E 209.99'

R=930.00'

D=23°57'10"

L=388.79'

N67°49'57"E 160.29'

R=950.00'
D=20°12'12"
L=334.99'

NORTH VISTA HIGHLANDS, FILING NO. 1

PARCEL "K"

PARCEL "J"

SEE SHEET 5 OF 5

SEE SHEET 3 OF 5

BLOCK 8

BLOCK 9

BLOCK 10

BLOCK 5

BLOCK 1

PARCEL "E"
152,290 SF
PARK

PARCEL "A"
104,333 SF
DRAINAGE EASEMENT
TRAIL EASEMENT

PARCEL "C"

EL PRINCIPIO DRIVE

MARIQUITA DRIVE

BEATRICE DRIVE

MAPACHE DRIVE

46' DRIVE

WALKING STICK BOULEVARD (104' R.O.W.)

NO VEHICULAR ACCESS

1299.70'

505.54'

520.64'

510.93'

465.83'

436.13'

281.02'

347.97'

220.00'

298.51'

315.54'

234.93'

261.92'

611.98'

621.46'

537.03'

546.71'

425.67'

217.83'

257.84'

277.85'

217.43'

498.82'

528.82'

556.27' (OVERALL)

353.99'

275.06'

245.27'

450.72'

LOT 1
215,367 SF

LOT 2
114,439 SF

LOT
1
98,872 SF

30' DRAINAGE, SANITARY SEWER EASEMENT

15' P.U.E. (R=240.00')

LANDSCAPE & TRAIL EASEMENT R=720.00'

R=680.00'

NORTH VISTA HIGHLANDS, FILING NO. 1

PARCEL "M"

BLOCK 2

BLOCK 3

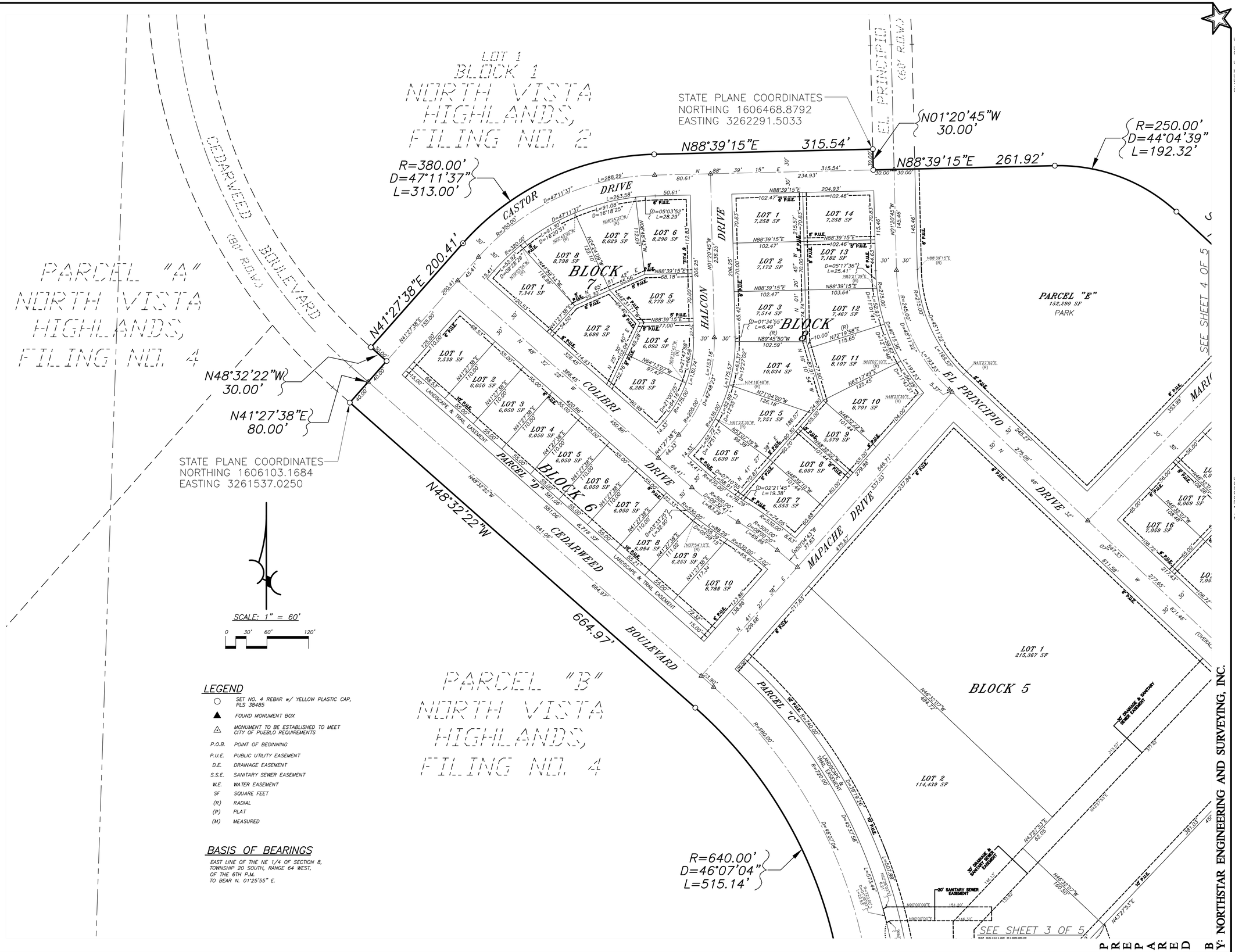
LOT 1 LOT 2 LOT 3

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

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SF	SQUARE FEET
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BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M. TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

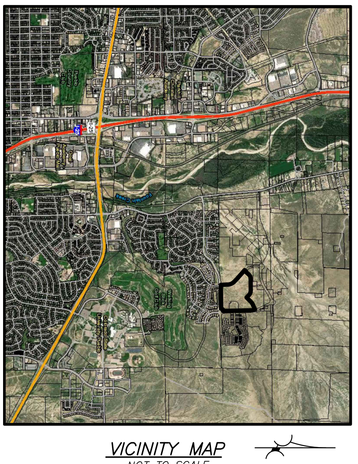
SHEET 5 OF 5

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 100'

0 50' 100' 200'



VICINITY MAP
NOT TO SCALE

BENCHMARK:

TRIANGLE LOCATED ON SOUTHWEST CORNER OF CATCH BASIN LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF MUIRFIELD DRIVE AND ST. ANDREWS DRIVE.
NAVD 88 ELEVATION = 4874.80

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (10-01-2021).

LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- FOUND MONUMENT BOX
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- P.O.B. POINT OF BEGINNING
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- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- PUD CURRENT ZONING
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- GAS VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- LIGHT POLE
- 4860 EXISTING CONTOUR (5 FOOT)
- 4863 EXISTING CONTOUR (1 FOOT)
- E UNDERGROUND ELECTRIC LINE
- FOL FIBER OPTIC LINE
- OHE OVERHEAD POWER LINE
- G GAS MAIN
- SAN SANITARY SEWER MAIN
- STM STORM SEWER MAIN
- T TELEPHONE LINE
- WTR WATER MAIN

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

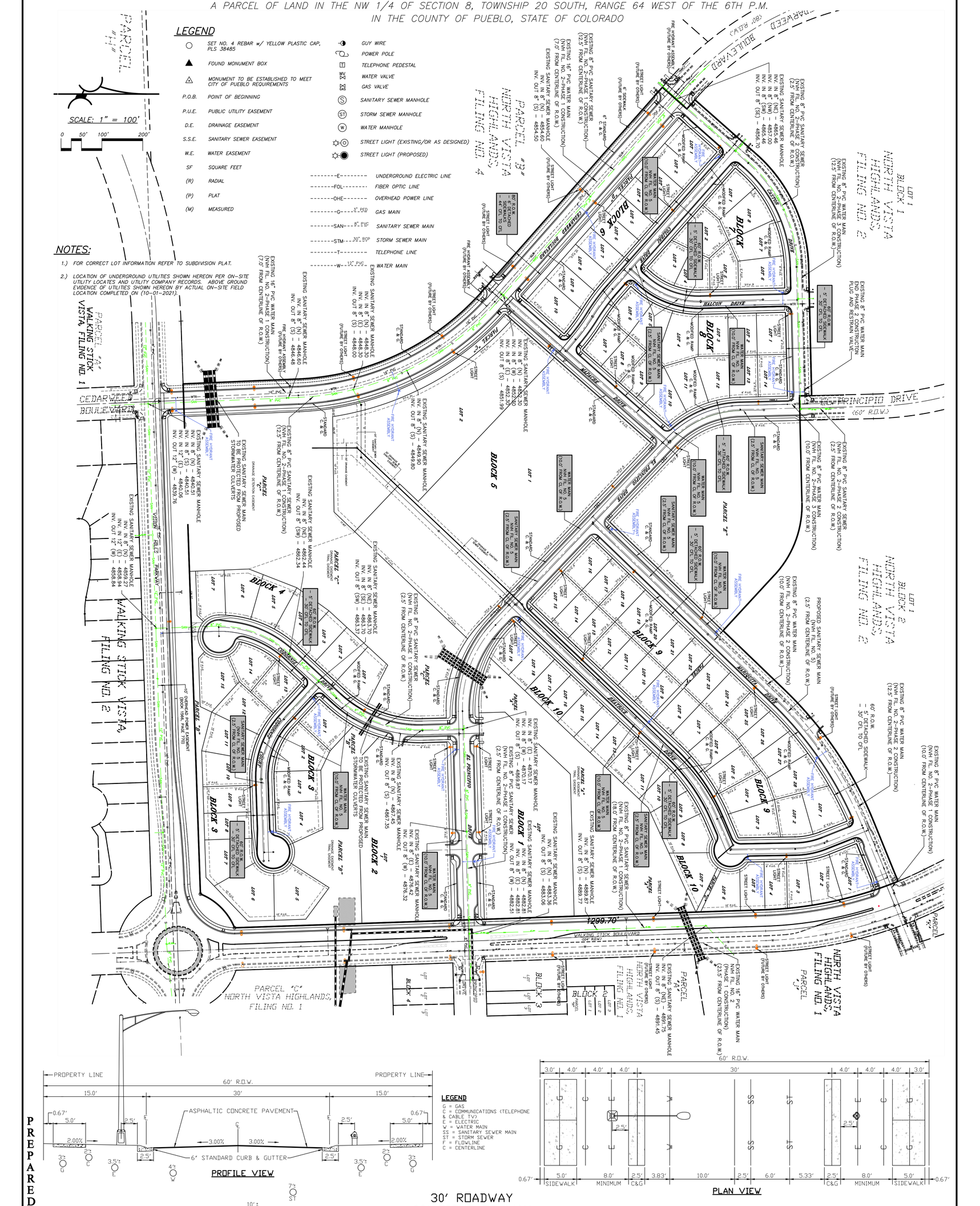
SUBDIVIDERS:
NVH PHASE 2A, LLC
A COLORADO LIMITED LIABILITY COMPANY
AND
PUEBLO HEIGHTS, LLC
A COLORADO LIMITED LIABILITY COMPANY
c/o JEVIN INVESTMENTS, INC.
A COLORADO CORPORATION
AND
NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1,
A QUASI-MUNICIPAL CORPORATION AND
POLITICAL SUBDIVISION OF THE STATE OF COLORADO

ENGINEERS AND SURVEYORS:
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2022

UTILITY MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND
G = GAS
C = COMMUNICATIONS (TELEPHONE & CABLE TV)
E = ELECTRIC
W = WATER MAIN
SS = SANITARY SEWER MAIN
ST = STORM SEWER
FL = FLOWLINE
C = CENTERLINE

30' ROADWAY
60' RIGHT-OF-WAY
MODIFIED CURB & GUTTER
5' DETACHED SIDEWALK

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700905

SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 10, 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, Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Sr. Planner, Melanie Turner, Interim Traffic Engineer.

APPROVAL OF AGENDA

Commissioner Bailey moved to approve the agenda
Seconded by Aznar
Motion carried 7-0

PUBLIC HEARING AND ACTION

1. **S-22-06 Subdivision:** North Vista Fil NO 5 Subdivision of 55.954 acres into multifamily residential lots, 55 single-family attached lots, and multiple parcels for utilities, drainage, trails, and parks. Generally located at north of Vision Hills Parkway and west of Walking Stick Blvd. staff report by Beritt Odom-*Continued from July 13, 2022, Public Hearing*

BACKGROUND:

Staff Report by Beritt Odom

REQUEST: The applicant is requesting to subdivide 55.954-acres into 101 single-family residential lots, two multifamily residential lots, two commercial/mixed-use lots, and four parcels for drainage, detention, pedestrian, trail, public utilities and one parcel for pedestrian connectivity to the neighborhood park.

STAFF REVIEW AND FINDINGS: The subject property is located west of North Vista Highlands, Filing No. 1. The proposed subdivision divides the property into 101 single-family residential lots, two multifamily residential lots and two large commercial/mixed-use lots. The subdivision also includes five parcels, which will be owned, developed and maintained by the North Vista Highlands Metropolitan District ("Metropolitan District"). Parcels A, B, C, and D are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. Two of the parcels, Parcels A and C, also include access in the dedication. These parcels will provide greenspace, trails, and stormwater infrastructure to service the surrounding residences. Parcel E is 3.5 acres and is dedicated as a neighborhood park that will be owned, developed and maintained by the Metropolitan District. Parcels F and G will provide a pedestrian connection through Blocks 9 and 10 to the neighborhood park located in Parcel E and the future trail that will be constructed in Parcel A.

All proposed single-family residential lots have an area greater than 5,000 square feet and a lot width greater than 50-feet. The North Vista PUD requires lots with a width between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet have a 30-foot setback. All subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider "to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project" (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 1 and the proposed Filing No. 5, will dedicate a total of 2.55 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel E, which will be developed with this subdivision, exceeds the required 2.66 acres required by nearly one acre.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements: NorthStar Engineering request for modifications letter, July 6, 2022, Michael Cuppy, PE., PLS.

1. Utilize the standard City of Pueblo Mixed Use Collector Street cross-section in lieu of the North Vista PUD Development Guide, "Village Street" for the proposed El Principio Drive.
Response 1. This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5' shoulders, there will be room for on-street parallel parking on each side.

2. Change the cross-section of Cedarweed Blvd. through the subdivision from the PUD Collector to the standard City of Pueblo Mixed Use collector cross-section to match the existing Cedarweed Blvd., south of Vision Hills Parkway.
Response 2. The City Transportation Dept. approves this modification.

3. Modify the maximum distance between intersections for Mariquita Dr. and Beatrice Dr., from 660-feet to 1320-feet.
Response 3. The City Transportation Dept. approves this modification with the condition that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.

4. The exemption of single-family detached residential from the PUD Site Plan requirement of Section 17-8-7 of the PMC. The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.

Request for Deferred Filings Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.

Plat Deficiencies: Not Applicable

Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)
1. Add Sanitary Sewer to the 32.50-foot Public Utility Easement dedication, the easement is located at the southern terminus of Codorniz Drive.
2. Remove drainage from the dedication for Parcel E if it is not intended to be utilized for drainage.
3. The stormwater facility maintenance agreement will be required to be recorded with the plat.
4. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manuel.

HEARING:

Mike Cuppy, North Star Engineering and Surveying, appeared on behalf of the applicant, testified in favor of the application and did not have any objections to conditions.

Jay Fisher, North Star Engineering and Surveying, appeared on behalf of the applicant, testified in favor of the application and did not have any objections to conditions.

No one spoke in opposition.

Chairman Castellucci entered the staff report into record and closed the hearing.

COMMISSION ACTION:

Motion by Commissioner Bailey, second by Commissioner Spinuzzi. **Motion passed 7 -0**.

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-22-06 North Vista Highlands, Filing No. 5

DATE: August 31, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-06

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 10, 2022
SUBJECT:	North Vista Highlands, Filing No. 5
APPLICANT:	Michael Cuppy, NorthStar Engineering and Surveying
PROPERTY OWNER:	Daniel Dinwiddie, NVH Phase 2A, LLC
LOCATION:	Generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.
EXISTING ZONE:	PUD, North Vista
CONCURRENT REQUESTS:	None

REQUEST:
The applicant is requesting to subdivide 55.954-acres into 101 single-family residential lots, two multifamily residential lots, two commercial/mixed-use lots, and four parcels for drainage, detention, pedestrian, trail, public utilities and one parcel for pedestrian connectivity to the neighborhood park.

STAFF REVIEW AND FINDINGS:
The subject property is located west of North Vista Highlands, Filing No. 1. The proposed subdivision divides the property into 101 single-family residential lots, two multifamily residential lots and two large commercial/mixed-use lots. The subdivision also includes five parcels, which will be owned, developed and maintained by the North Vista Highlands Metropolitan District ("Metropolitan District"). Parcels A, B, C, and D are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. Two of the parcels, Parcels A and C, also include access in the dedication. These parcels will provide greenspace, trails, and stormwater infrastructure to service the surrounding residences. Parcel E is 3.5 acres and is dedicated as a neighborhood park that will be owned, developed and maintained by the Metropolitan District. Parcels F and G will provide a pedestrian connection through Blocks 9 and 10 to the neighborhood park located in Parcel E and the future trail that will be constructed in Parcel A.

All proposed single-family residential lots have an area greater than 5,000 square feet and a lot width greater than 50-feet. The North Vista PUD requires lots with a width between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet have a 30-foot setback. All subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider "to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project" (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 1 and the proposed Filing No. 5, will dedicate a total of 2.55 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel E, which will be developed with this subdivision, exceeds the required 2.66 acres required by nearly one acre.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering request for modifications letter, July 6, 2022, Michael Cuppy, PE., PLS. 1. Utilize the standard City of Pueblo Mixed Use Collector Street cross-section in lieu of the North Vista PUD Development Guide, "Village Street" for the proposed El Principio Drive. **Response 1.** This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5' shoulders, there will be room for on-street parallel parking on each side. 2. Change the cross-section of Cedarweed Blvd. through the subdivision from the PUD "Collector" to the standard City of Pueblo Mixed Use collector cross-section to match the existing Cedarweed Blvd., south of Vision Hills Parkway. **Response 2.** The City Transportation Dept. approves this modification. 3. Modify the maximum distance between intersections for Mariquita Dr. and Beatrice Dr., from 660-feet to 1320-feet. **Response 3.** The City Transportation Dept. approves this modification with the condition that that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.

	4. The exemption of single-family detached residential from the PUD Site Plan requirement of Section 17-8-7 of the PMC. The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Add Sanitary Sewer to the 32.50-foot Public Utility Easement dedication, the easement is located at the southern terminus of Codorniz Drive. 2. Remove drainage from the dedication for Parcel E if it is not intended to be utilized for drainage. 3. The stormwater facility maintenance agreement will be required to be recorded with the plat. 4. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manuel.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	North Vista PUD, North Vista, Highlands, Filing No. 2, two unimproved lots designated for multifamily residential development.
East	North Vista PUD, North Vista, Highlands, Filing No. 1, unimproved subdivision dedicated for residential, mixed-use residential and parks.
South	Walking Stick Vista PUD, unimproved single family residential lots.
West	North Vista PUD, unimproved.

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhood." Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodates a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

The proposed North Vista Highlands, Filing No. 5, creates over 100 single-family residential lots, two multifamily residential lots, and two commercial mixed-use lots. The proposed development includes provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The proposed 101 single-family lots meet the minimum 36-foot lot width with all lots being greater than 50-feet in width.
  - All lots are greater than the minimum 3,600 square feet.

REFERRAL AGENCIES AND COMMENTS:

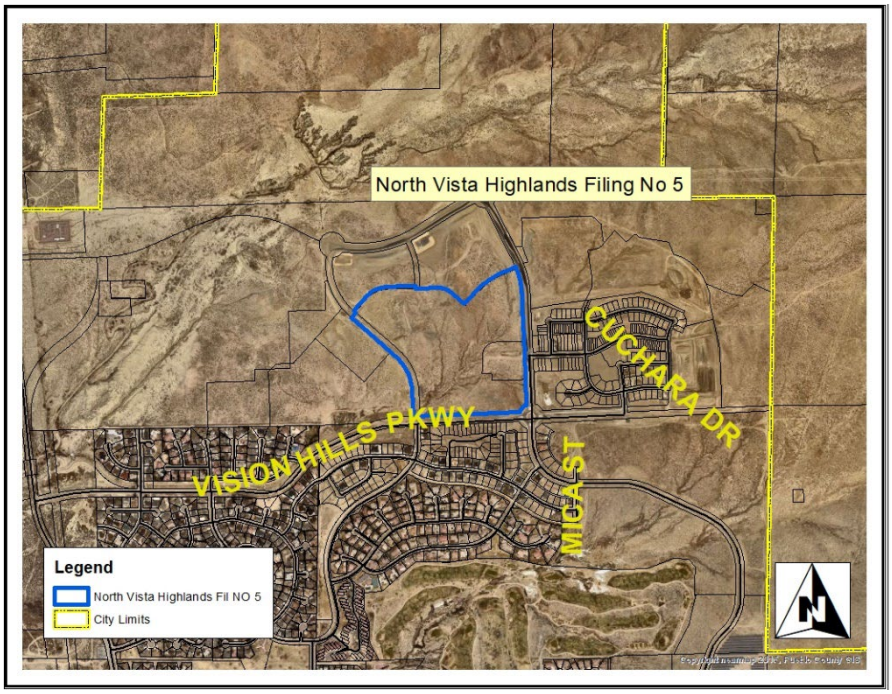
- City Public Works-Comments addressed
- City Transportation-Comments addressed
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-Coordinate Fire Hydrant Assembly with Fire Department Part II
- Pueblo Board of Water Works-No comment
- City Wastewater-Waste Water requires protection for the existing sanitary sewer main at the time of construction.
- City Stormwater-August 2, 2022 Memo from John Sakariason, Stormwater Coordinator and
- City Parks and Recreation Department
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

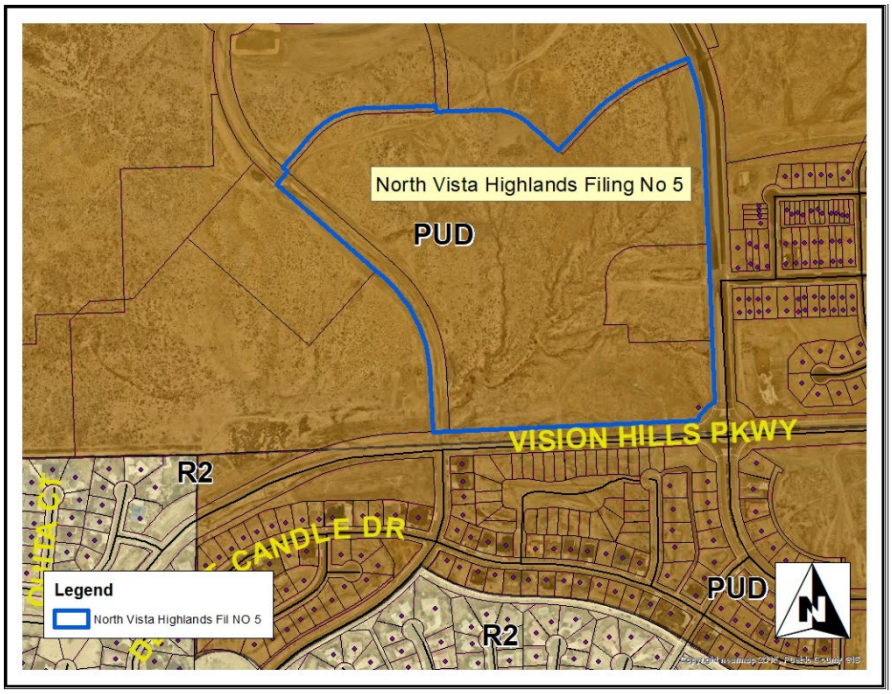
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo August 4, 2022
F. Plat
G. Subdivision Application
H. Stormwater Utility Memo
I. DOT Memo

I.

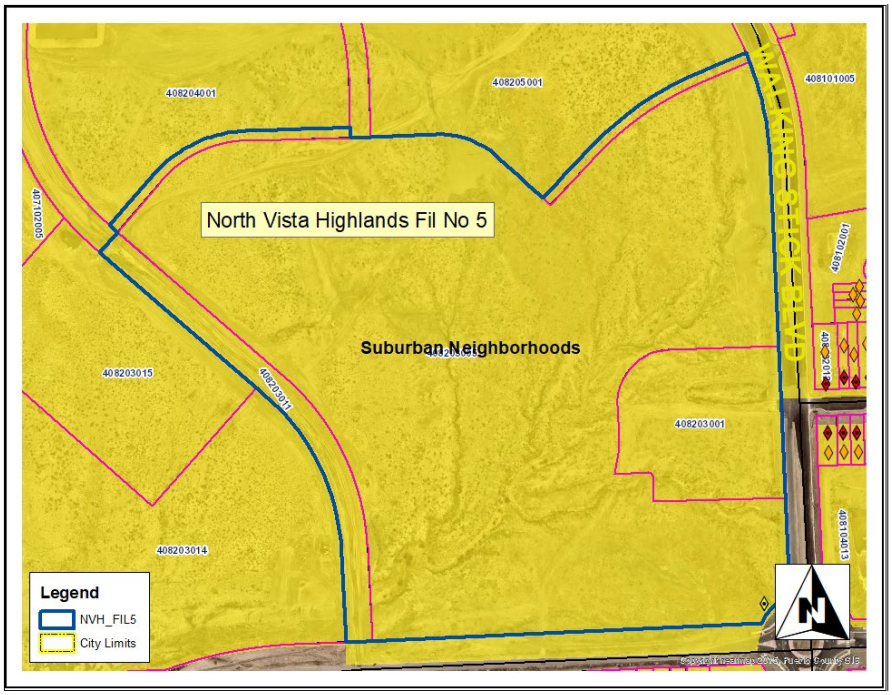
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filing No. 5, looking northwest from Vision Hills Parkway



North Vista Highlands, Filing No. 5, looking northwest from Vision Hills Parkway

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: August 4, 2020

Subject: S-22-06 North Vista Highlands, Filing No. 5

Request for Modifications to Subdivision Regulations:
It is the recommendation of the SRC that the following modifications be recommended for approval:

- Request for Deferred Filings for One Year:
  - Defer Subdivision improvements agreement with Exhibit "A" and "B" and addendums.

  The subdivision Review Committee has no objection to the request for Deferred Filings.

- NorthStar Engineering request for modifications letter, July 6, 2022, Michael Cuppy, PE., PLS.

1. Utilize the standard City of Pueblo Mixed Use Collector Street cross-section in lieu of the North Vista PUD Development Guide, "Village Street" for the proposed El Principio Drive.
Response 1. This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5' shoulders, there will be room for on-street parallel parking on each side.

2. Change the cross-section of Cedarweed Blvd. through the subdivision from the PUD "Collector" to the standard City of Pueblo Mixed Use collector cross-section to match the existing Cedarweed Blvd., south of Vision Hills Parkway.
Response 2. The City Transportation Dept. approves this modification.

3. Modify the maximum distance between intersections for Mariquita Dr. and Beatrice Dr., from 660-feet to 1320-feet.
Response 3. The City Transportation Dept. approves this modification with the condition that that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.

4. The exemption of single-family detached residential from the PUD Site Plan requirement of Section 17-8-7 of the PMC.

The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.

The Subdivision Review Committee recommends the Subdivision Plat be approved, contingent upon the following conditions being met prior to City Council review:

1. Add Sanitary Sewer to the 32.50-foot Public Utility Easement dedication, the easement is located at the southern terminus of Codorniz Drive.
2. Remove drainage from the dedication for Parcel E if it is not intended to be utilized for drainage.
3. The stormwater facility maintenance agreement will be required to be recorded with the plat.
4. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manuel.

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: NVH PHASE 2A, LLC, a Colorado Limited Liability Company, Pueblo Heights LLC, a Colorado Limited Liability Company, and NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1, a quasi–municipal corporation and political subdivision of the State of Colorado being the sole owners of the following property:

A parcel of land located in the Northwest one–quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

A portion of parcel "K" according to the recorded plat of North Vista Highlands, Filing No. 1 as filed for record on November 15, 2019 at Reception No. 2159276 in the office of the Pueblo County Clerk and Recorder and parcels "D", "E", and "F" according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder, and all being more particularly described as follows:

Beginning from the southeast corner of Parcel "K" according to the aforementioned recorded plat of North Vista Highlands, Filing No. 1 said point also being on the north right–of–way line of Vision Hills Parkway as platted in the aforementioned North Vista Highlands, Filing No. 1; thence westerly along said north right–of–way line a bearing of S. 88°03'11" W., a distance of 1249.15 feet to a point on the westerly right–of–way line of Cedarweed Boulevard according to the aforementioned recorded plat of North Vista Highlands, Filing No. 2; thence N. 02°25'18" W. along the westerly right–of–way line of said Cedarweed Boulevard, a distance of 281.00 feet; thence continuing along said westerly right–of–way line along the arc of a curve to the left whose radius is 640.00 feet, a distance of 515.14 feet; thence N. 48°32'22" W., a distance of 664.97 feet; thence N. 41°27'38" E., a distance of 80.00 feet to a point on the easterly right–of–way line of Cedarweed Boulevard; thence N. 48°32'22" W., a distance of 30.00 feet; thence N. 41°27'38" E., a distance of 200.41 feet; thence along the arc of a curve to the right whose radius is 380.00 feet, a distance of 313.00 feet; thence N. 88°39'15" E., a distance of 315.54 feet; thence S. 01°20'45" E., a distance of 30.00 feet; thence N. 88°39'15" E., a distance of 261.92 feet; thence along the arc of a curve to the right whose radius is 250.00 feet, a distance of 192.32 feet; thence S. 47°16'06" E., a distance of 187.26 feet; thence N. 43°52'47" E., a distance of 209.99 feet; thence along the arc of a curve to the right whose radius is 930.00 feet, a distance of 388.79 feet; thence N. 67°49'57" E., a distance of 160.29 feet to the westerly right–of–way line of Walking Stick Boulevard according to the aforementioned recorded plat of North Vista Highlands Filing No. 2; thence along the arc of a curve to the right whose radius is 950.00 feet, a distance of 334.99 feet along the westerly right–of–way line of Walking Stick Boulevard; thence S. 01°56'54" E., a distance of 1,299.70 feet; thence along the arc of a curve to the right whose radius is 150.00 feet and whose center bears S. 22°13'54" E., a distance of 120.78 feet to the Point of Beginning.

Containing 55.954 acres, more or less.

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 5.

All of the streets and easements for drainage, detention, sanitary, stormwater, trail, and all public utilities, shown hereon, are hereby dedicated to the CIty for perpetual use of the public. With respect to all easements for city utilities, including but not limited to, sanitary and stormwater services and whether designated as a drainage easement, public utility easement, or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street, or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection, or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from said Owner(s).

Parcels A and C are hereby reserved for drainage, detention, pedestrian, trail, landscaping, and public utility purposes to be owned and maintained by the North Vista Metropolitan District No. 1

Parcels B and D are hereby reserved for drainage, access, public utility, pedestrian, trail, and landscape purposes to be owned and maintained by the North Vista Metropolitan District No. 1.

Parcel E, containing 3.50 acres, more or less, is hereby reserved for drainage, pedestrian, park, public utility, and landscape purposes to be owned and maintained by the North Vista Metropolitan District No. 1.

Parcels F and G are hereby reserved for pedestrian, public utility, and landscape purposes to be owned and maintained by the North Vista Metropolitan District No. 1.

Drainage facilities located within all Parcels reserved for such purposes and shown hereon shall be installed, repaired, and maintained in good working order and condition by the Owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon, and the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the Annexed Plat. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said Owner.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Landscaping located within Parcels reserved for such purposes, and shown hereon, shall be installed, repaired, and maintained in good condition by the North Vista Metropolitan District No. 1.

There shall be no direct vehicular access from and between any lot to Walking Stick Boulevard or Vision Hills Parkway.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, _____, and recorded in the Office of the Clerk and Recorder of Pueblo County, Colorado.
Recorder of Pueblo County, Colorado.

IN WITNESS WHEREOF, Daniel Dinwiddie, the Manager of NVH PHASE 2A, LLC, a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

NVH PHASE 2A, LLC
a Colorado Limited Liability Company

_____
Daniel Dinwiddie, Manager
NVH PHASE 2A, LLC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____ , State of _____ , do hereby certify that Daniel Dinwiddie, the Manager of NVH PHASE 2A, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

IN WITNESS WHEREOF, David Resnick, the Manager of PUEBLO HEIGHTS, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

PUEBLO HEIGHTS LLC,
a Colorado Limited Liability Company, by Jevin Investments, Inc., Manager David Resnick, President

_____
David Resnick, Manager
PUEBLO HEIGHTS LLC

STATE OF _____)
)SS
COUNTY OF_____)

I, _____, a Notary Public in and for the County of _____ , State of _____ , do hereby certify that David Resnick, the Manager of PUEBLO HEIGHTS, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

IN WITNESS WHEREOF, David Resnick, President of NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1, a quasi–municipal corporation and political subdivision of the State of Colorado sets his hand and seal this _____ , day of _____ , _____ A.D.:

NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1,
a quasi–municipal corporation and political subdivsion of the State of Colorado

_____
David Resnick, President
NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1,
a Colorado Special District

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____ , State of _____ , do hereby certify that David Resnick, the President of NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

NORTH VISTA Planned PUD Units
Planning Area 3: 675 units Total

North Vista Highlands, Filing No. 5 *(177) units*
Planning Area 3 balance: 498 units

CURRENT NORTH VISTA PUD Park Dedication in Planning Area 3:

North Vista Highlands, Filing No. 5:
Neighborhood/Pocket Park Dedication
Parcels A, B, and C (drainage parcel with landscape and trail):
9.65 acres x 40% = 3.86 acres
Parcel E (park parcel): 3.50 acres

TOTAL PARK DEDICATION: 7.36 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–7)	4.46 ac
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–
5	PA–3	177	1.33 ac	2.66 ac	1.33 ac (PA–1)	7.36 ac

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., as its manager

*By:*_____
President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this_____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works *Date*

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission *Date*

– NOTICE –

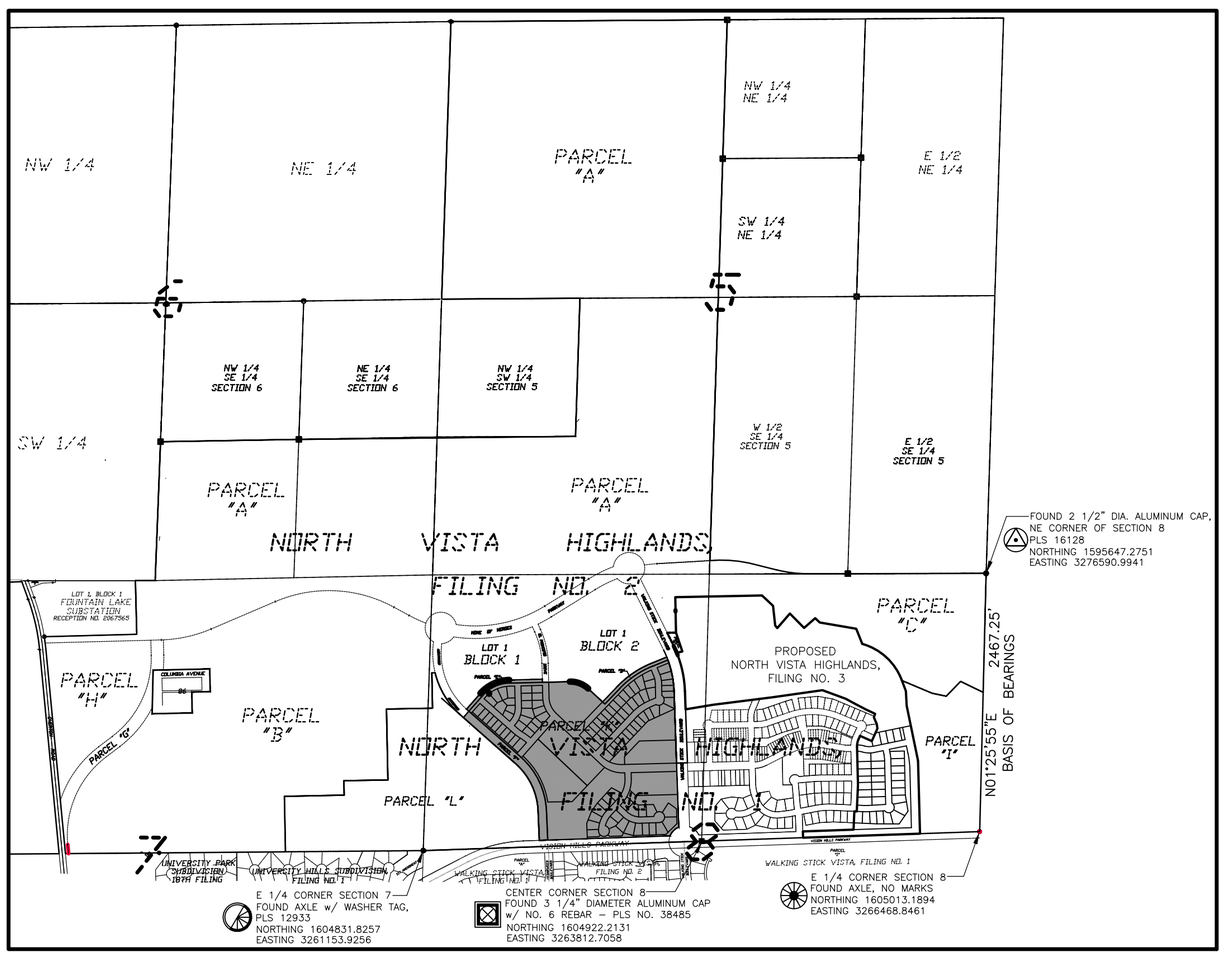
NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No._____ .

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 5 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk *Date*

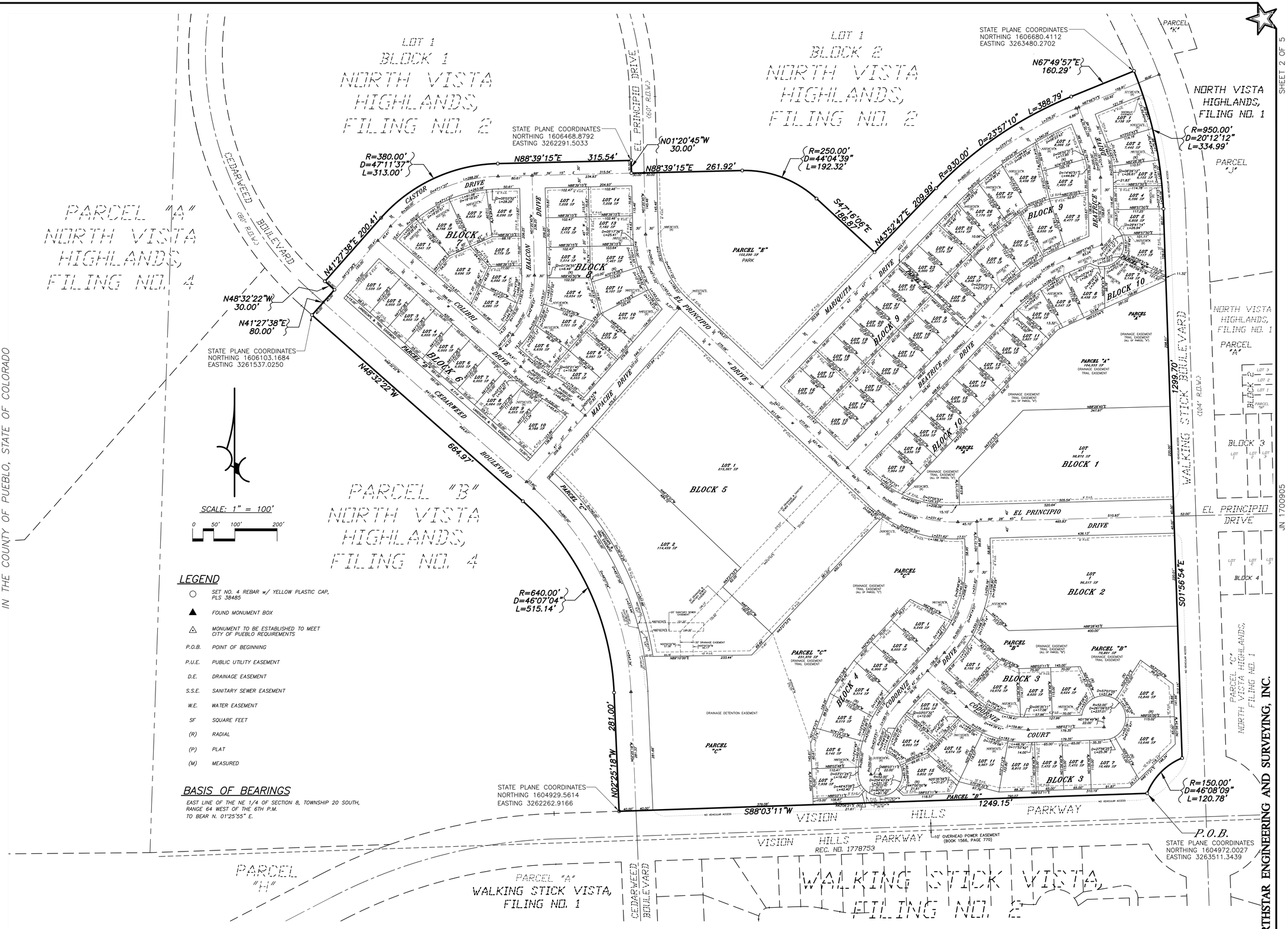


MONUMENTATION MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

- ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. TO BEAR N. 01°25'55" E.

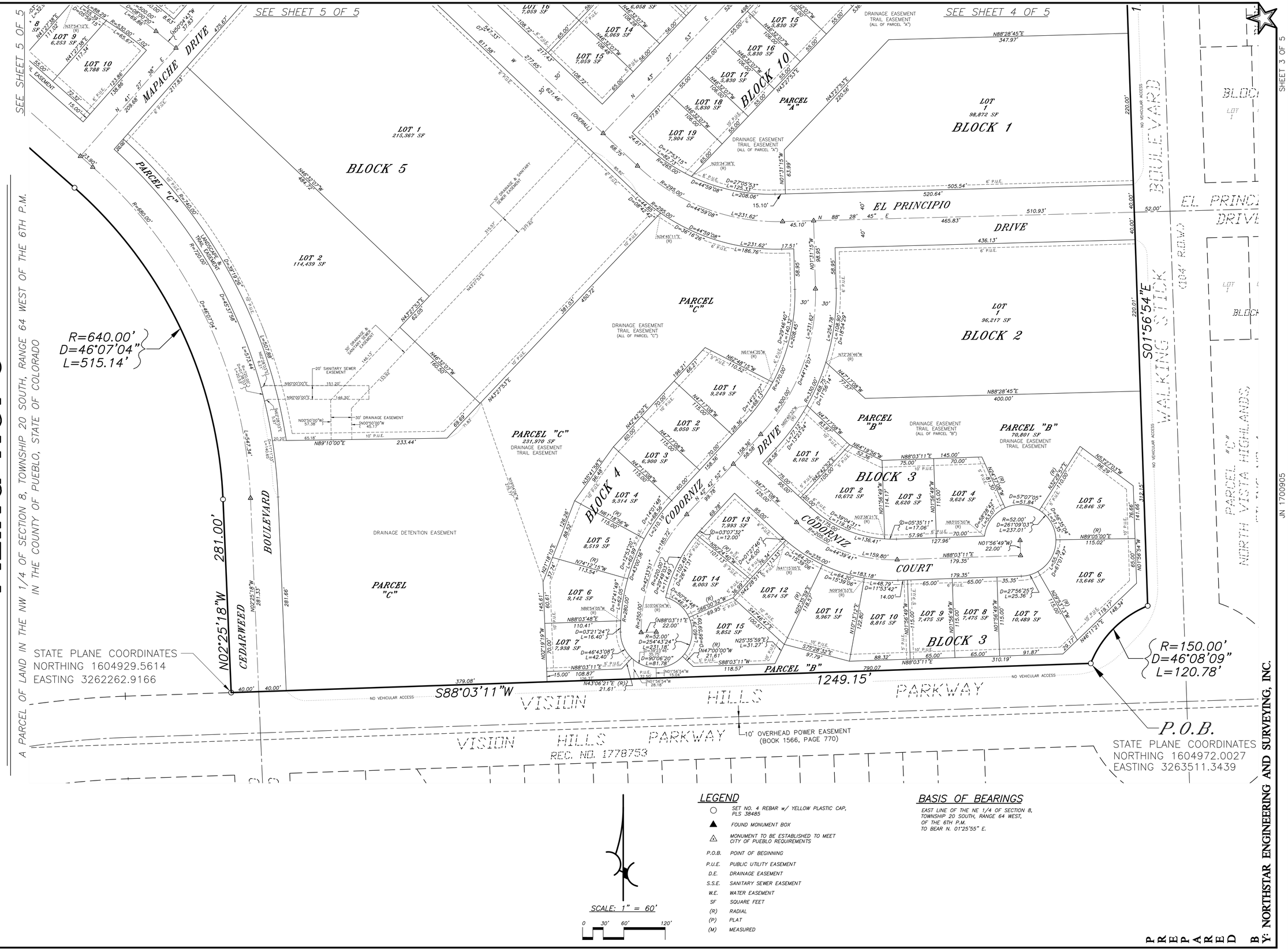
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

SHEET 2 OF 5

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

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PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

LEGEND

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P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
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SCALE: 1" = 60'

0 30' 60' 120'

LOT 1
BLOCK 2
NORTH VISTA HIGHLANDS FILING NO. 2

STATE PLANE COORDINATES
NORTHING 1606468.8792
EASTING 3262291.5033

STATE PLANE COORDINATES
NORTHING 1606680.4112
EASTING 3263480.2702

EL PRINCIPIO DRIVE (60' R.O.W.)

N01°20'45"W 30.00'

N88°39'15"E 261.92'

R=250.00'
D=44°04'39"
L=192.32'

S47°16'06"E 186.87'

N43°52'47"E 209.99'

R=930.00'

D=23°57'10"

L=388.79'

N67°49'57"E 160.29'

R=950.00'
D=20°12'12"
L=334.99'

NORTH VISTA HIGHLANDS, FILING NO. 1

PARCEL "K"

PARCEL "J"

SEE SHEET 5 OF 5

SEE SHEET 3 OF 5

BLOCK 8

BLOCK 9

BLOCK 10

BLOCK 5

BLOCK 1

PARCEL "E"
152,290 SF
PARK

PARCEL "A"
104,333 SF
DRAINAGE EASEMENT
TRAIL EASEMENT

PARCEL "C"

EL PRINCIPIO DRIVE

MARIQUITA DRIVE

BEATRICE DRIVE

MAPACHE DRIVE

46' DRIVE

WALKING STICK BOULEVARD (104' R.O.W.)

NO VEHICULAR ACCESS

1299.70'

505.54'

520.64'

510.93'

465.83'

436.13'

281.02'

347.97'

220.00'

298.51'

315.54'

234.93'

261.92'

611.98'

621.46'

537.03'

546.71'

425.67'

217.83'

257.84'

277.85'

217.43'

498.82'

528.82'

556.27' (OVERALL)

353.99'

275.06'

245.27'

450.72'

LOT 1
215,367 SF

LOT 2
114,439 SF

LOT
1
98,872 SF

30' DRAINAGE, SANITARY SEWER EASEMENT

15' P.U.E. (R=240.00')

LANDSCAPE & TRAIL EASEMENT R=720.00'

R=680.00'

NORTH VISTA HIGHLANDS, FILING NO. 1

PARCEL "M"

BLOCK 2

BLOCK 3

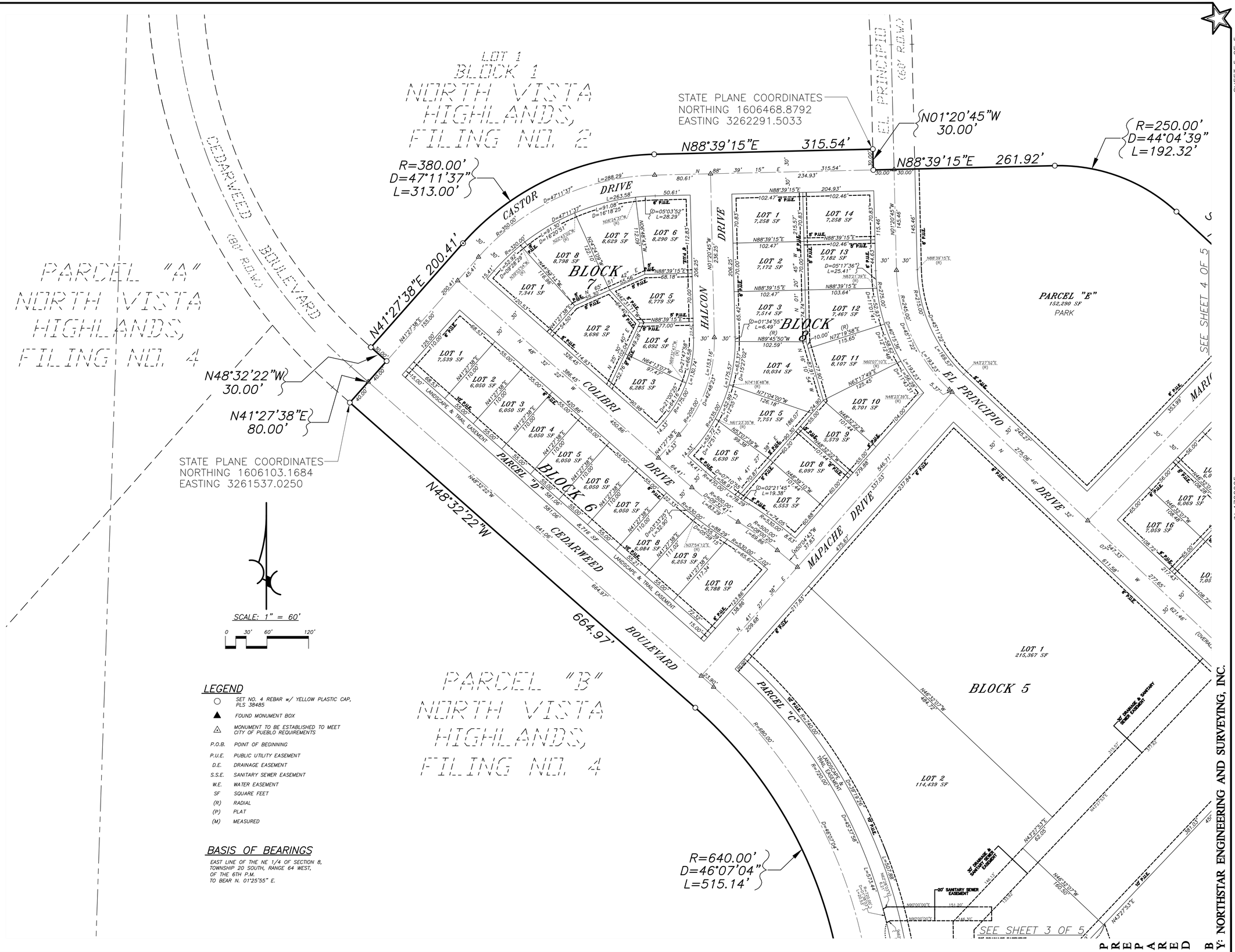
LOT 1 LOT 2 LOT 3

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



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W.E.	WATER EASEMENT
SF	SQUARE FEET
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PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

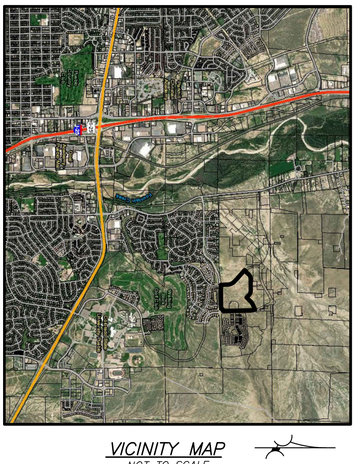
SHEET 5 OF 5

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 100'

0 50' 100' 200'



VICINITY MAP
NOT TO SCALE

BENCHMARK:

TRIANGLE LOCATED ON SOUTHWEST CORNER OF CATCH BASIN LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF MUIRFIELD DRIVE AND ST. ANDREWS DRIVE.
NAVD 88 ELEVATION = 4874.80

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (10-01-2021).

LEGEND

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- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- PUD CURRENT ZONING
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- GAS VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- LIGHT POLE
- 4860 EXISTING CONTOUR (5 FOOT)
- 4863 EXISTING CONTOUR (1 FOOT)
- E UNDERGROUND ELECTRIC LINE
- FOL FIBER OPTIC LINE
- OHE OVERHEAD POWER LINE
- G GAS MAIN
- SAN SANITARY SEWER MAIN
- STM STORM SEWER MAIN
- T TELEPHONE LINE
- WTR WATER MAIN

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

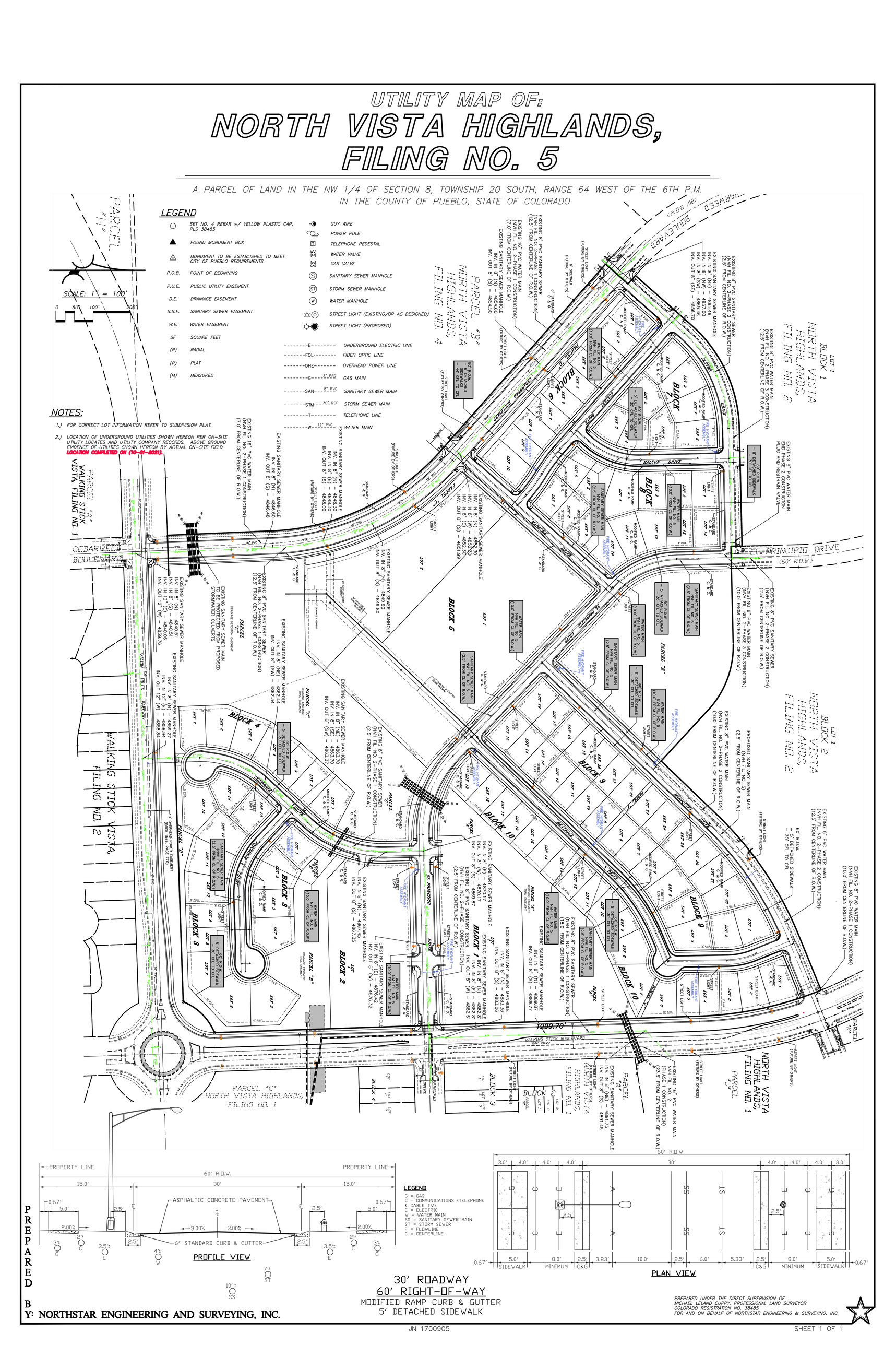
SUBDIVIDERS:
NVH PHASE 2A, LLC
A COLORADO LIMITED LIABILITY COMPANY
AND
PUEBLO HEIGHTS, LLC
A COLORADO LIMITED LIABILITY COMPANY
c/o JEVIN INVESTMENTS, INC.
A COLORADO CORPORATION
AND
NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NO. 1,
A QUASI-MUNICIPAL CORPORATION AND
POLITICAL SUBDIVISION OF THE STATE OF COLORADO

ENGINEERS AND SURVEYORS:
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2022

UTILITY MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



30' ROADWAY
60' RIGHT-OF-WAY
MODIFIED CURB & GUTTER
5' DETACHED SIDEWALK

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700905

SHEET 1 OF 1

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Daniel Dinwiddie		Name:	
Company NVH Phase 2A, LLC		Company:	
Address: 4068 Crystal Ct.. Boulder, CO	Zip: 80304	Address:	Zip:
Phone: (719)388-6392		Phone: ( )	
Email: danieldinwiddie1@gmail.com		Email:	
Engineer		**Surveyor**	
Name: Michael L. Cuppy		Name: Michael L. Cuppy	
Company: Northstar Engineering & Surveying, Inc.		Company: Northstar Engineering & Surveying, Inc.	
Address: 111 E. 5th St.	Zip: 81003	Address: 111 E. 5th St.	Zip: 81003
Phone: (719)544-6823		Phone: (719)544-6823	
Email: mcuppy@northstar-co.com		Email: mcuppy@northstar-co.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Northwest of Vision Hills Parkway and Walking Stick Boulevard

Parcel No(s): 408203005, 408203001

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): N/A

Project Scope

Project Name: North Vista Highlands, Filing No. 5

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 147 Total acres: 52.13 Acres
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Subdividing the above referenced lots that are not currently subdivided for future development

What is the total acreage included in the project? 52.13 Acres

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ☒ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ❑ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.

☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)

☒ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner		
Print Name:		
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner

FROM: John Sakariason, Stormwater Coordinator, Jared Perea Associate Engineer

DATE: August 2, 2022

SUBJECT: S-22-06 P&Z Conditions

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

1. See relined plat comments. Remove drainage from the dedication statement for Parcel E if it is not intended to be utilized for drainage.

2. The stormwater facility maintenance agreement will be required to be recorded with the plat. Please use the attached form to execute this agreement.

3. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manuel. This is found on page 17 section 4.3.2 Storm Inlets letter B.

Andrew Hayes
Director of Public Works

Melanie Turner, PE
Traffic Engineer

350 Alan Hamel Avenue
Pueblo, CO 81003

Phone (719) 553-2722
Fax (719) 553-2723

Department of Transportation

MEMO

TO: Beritt Odom
FROM: Melanie Turner, Interim Traffic Engineer
DATE: 8/3/2022
SUBJECT: 4th Review S-22-06 North Vista Highlands Subdivision and P&Z Conditions

---

Northstar submitted a Letter of Modifications to PUD and City standards. Below are the requests and responses.

Request 1*. The original North Vista Master Plan PUD recorded under the Reception No. 1804823 on May 8, 2009 envisioned utilizing an 88-foot right-of-way for the proposed North Vista Highlands Metropolitan District "Village streets" with two travel lanes and diagonal parking along both sides of the roadway, along with attached sidewalks with tree grates for landscaping placement. It has since been determined that a more effective and efficient traffic flow could be supported by utilizing the standard City of Pueblo Mixed Use Collector street cross-section. This cross-section allows two travel lanes as well as a turn lane in the center. In addition, the Mixed-Use Collector street cross-section utilizes a smaller 80-foot right-of-way, and with separate sidewalk and landscaping areas, should create a less expensive street and landscape design, from both the standpoint of initial cost to construct as well as with regards to long term maintenance costs.*

Response 1. This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5' shoulders, there will be room for on-street parallel parking on each side.

Request 2. *Changing the cross-section of Cedarweed Boulevard through the subdivision from the PUD "Collector" to the standard City of Pueblo Mixed Use collector cross-section in order to match the existing Cedarweed Boulevard, south of Vision Hills Parkway.*

Response 2. The City Transportation Dept. approves this modification.

Request 3. *Modifying the maximum distance between intersections for Mariquita Drive and Beatrice Drive (Formerly Colibri Drive) from 660' to 1320'*

Response 3. The City Transportation Dept. approves this modification with the condition that that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.

May 24, 2022

The City Planning and Zoning Commission will hold a public hearing on request from **Daniel Dinwiddie, NVH Phase 2A, LLC** for the approval of the following application:

S-22-06: North Vista Filing, No. 5. A subdivision of 55.954-acres into residential lots and multiple parcels for utilities, access, trails, and park purposes; generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.

The Planning and Zoning Commission meeting will be held on June 8, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

May 24, 2022

The City Planning and Zoning Commission will hold a public hearing on request from **Daniel Dinwiddie, NVH Phase 2A, LLC** for the approval of the following application:

S-22-06: North Vista Filing, No. 5. A subdivision of 55.954-acres into residential lots and multiple parcels for utilities, access, trails, and park purposes; generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.

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(719) 553-2339

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The City Planning and Zoning Commission will hold a public hearing on request from **Daniel Dinwiddie, NVH Phase 2A, LLC** for the approval of the following application:

S-22-06: North Vista Filing, No. 5. A subdivision of 55.954-acres into residential lots and multiple parcels for utilities, access, trails, and park purposes; generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.

The Planning and Zoning Commission meeting will be held on June 8, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER S-22-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as North Vista Highlands Fil NO 5 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

5-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
ARMORY LLC	212 N WAHSATCH AVE STE	COLORADO SP	CO	80903-3476
KOCHENBERGER JACOB	3506 MODESTO DR	PUEBLO	CO	81005-2660
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
PUEBLO HEIGHTS LLC	4068 CRYSTAL CT	BOULDER	CO	80304-0986
IRON BRUINS REVOCABLE TRUST	4288 CEDARWEED BLVD	PUEBLO	CO	81001
GONZALES MARK A + REYNA GONZALES A	4292 CEDARWEED BLVD	PUEBLO	CO	81001
N V H PHASE 2A LLC + N V H PHASE 3, LLC	4408 TURNBERRY CRESCEI	PUEBLO	CO	81001-1162
NORTH VISTA HIGHLANDS METROPOLITAN	4725 S. MONACO DR. SUIT	DENVER	CO	80237
TOP LAND INVESTMENT LLC	4810 POLO CT	PUEBLO	CO	81001-1071
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
ZERCHER BURNELL/ZERCHER PAM	7 GLENDALE CT	PUEBLO	CO	81001
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
S J P LLC + COURTYARD CREATIONS LLC	PO BOX 8024	PUEBLO	CO	81008-8024

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Laura Solano, Chief of Staff
Andrew Hayes, Public Works Director
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME STORMWATER ENGINEERING MANAGER POSITION TO THE AUTHORIZED STAFFING OF THE STORMWATER DEPARTMENT AS PART OF A REORGANIZATION

SUMMARY:

A review of ways to enhance operational efficiency has been underway connected to community development activities within the Public Works and Stormwater Departments. Some of those changes were brought to City Council over the last few months in the forms of adding development specific positions.

The review has extended to other operational areas to include engineering, project management, maintenance, and infrastructure support activities occurring in Public Works and Stormwater. There are unique opportunities to reduce silos and maximize resources in support of both Public Works and Stormwater missions and a reorganization plan has been developed to implement these changes. This reorganization will include changes in reporting structure and several staffing changes.

This ordinance is designed to accomplish the desired staffing change associated with the reorganization which is adding the new position of Stormwater Engineering Manager.

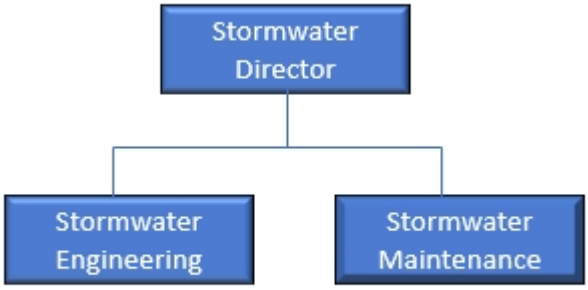
PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

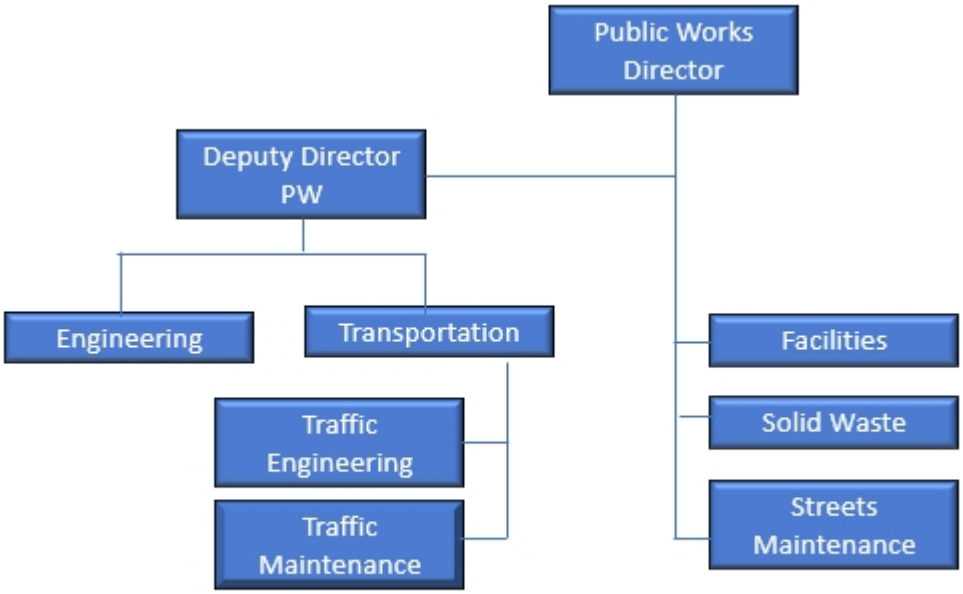
BACKGROUND:

The missions of the Stormwater and Public Works departments, while different, do share many of the same elements and overall objectives. The functions within each are overlapping in many respects and over the last year, it has become apparent that there is an opportunity to reorganize both departments in order to streamline and enhance both the efficiency and efficacy of services.

Current Organizational/Functional Chart – Stormwater



Current Organizational/Functional Chart – Public Works



Reorganization and Reporting Changes

The reorganization will include several key changes which will facilitate more efficient service delivery and work organization:

Engineering

- Move the Stormwater engineering, inspection, and compliance functions under the newly established Stormwater Engineering Manager position reporting to the Deputy Director of Public Works.

- This reorganization will facilitate a consolidated engineering group of Transportation Engineering (managed by the Traffic Engineer), Public Works Engineering (managed by the Engineering Manager) and Stormwater Engineering (managed by the Stormwater Engineering Manager). While these areas are specialized, they also closely coordinate

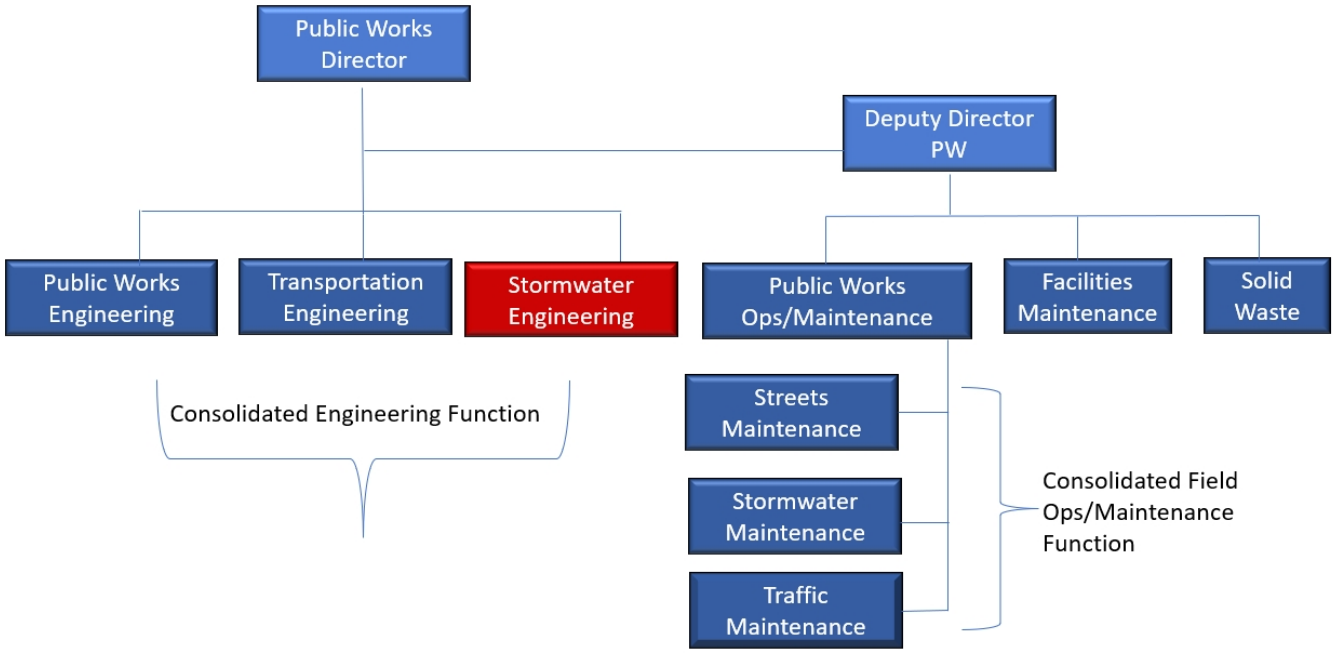
on a variety of complex project management activities, and this change will facilitate a more streamlined and collaborative approach.

Maintenance

- Move field operation/maintenance functions and staff of Streets, Traffic and Stormwater under the supervision of the Deputy Director of Public Works.

Stormwater Enterprise funding will still be used to cover the costs associated with all current staff positions assigned to Stormwater and the newly created Stormwater Engineering Manager. Specific project accounting practices will be implemented to maintain the appropriate financial separation between Stormwater and Public Works projects, equipment and staff which occurs presently.

Below is the organization/functional chart following the implementation of the reorganization plan



underway, centralized oversight and close coordination will allow for the most efficient project management, delivered engineering services and better coordinated and effective deployment of field and maintenance staff and resources.

Staffing Changes

1. **Public Works Director assumes Stormwater Director Duties**

   Consolidating Stormwater operations under the director level leadership of the Public Works Director means that having two directors is redundant. Combining departments under one director is allowable under City Charter Section 4-7 which states, “two or more departments may be headed by the same individual…” This staffing arrangement

was in place for many years in the past where the Public Works Director served as the director over both functional areas.

Therefore, this ordinance proposes that the duties, authorities, and functions associated with the Stormwater Director be performed by the Public Works Director. This change will streamline coordination on major initiatives and projects that cross both departments and will centralize oversight. The position of Stormwater Director will be retained, vacant and unfunded as there is specific authority within the code of ordinances associated with the role that must be preserved in order for the Public Works Director to execute stormwater leadership duties.

2. **Establish new position of Stormwater Engineering Manager.**

   Strong, focused engineering management within the Stormwater function remains mission critical. Therefore, a Stormwater Engineering Manager (equivalent to the Engineering Manager in Public Works) is a proposed new position. This position will provide management of the professional engineering, permit compliance and inspections staff assigned to Stormwater and will provide the high-level technical engineering oversight necessary. The funding associated with the Stormwater Director position will be reallocated to fund this position.

In summary, this ordinance creates one new position, the Stormwater Engineering Manager.

FINANCIAL IMPLICATIONS:

The staffing change in the Stormwater Department results in an estimated annual savings of $5,297, as the funding from the Director level position would be used to fund the newly established Stormwater Engineering Manager position.

Cost Summary	Fund	Annual Cost Savings
Stormwater Director	EF	($150,676)
Stormwater Engineering Manager	EF	$145,379
	Total	($5,297)

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and classifications. The suggested change represents a more efficient and effective way to accomplish the objectives of the Stormwater and Public Works Departments and will facilitate the reorganization of the two departments.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME STORMWATER ENGINEERING MANAGER POSITION TO AUTHORIZED STAFFING OF THE STORMWATER DEPARTMENT AS PART OF A REORGANIZATION

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for delivering public works and stormwater services to the community; 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 "Stormwater", and of Ordinance No. 10085, being the 2022 Staffing Ordinance, are amended as follows:

Stormwater	
Director of Stormwater	1
Stormwater Engineering Manager	**1**
Stormwater Coordinator	1
Stormwater Utility Maintenance Supervisor	1
MS4 Permit Coordinator	1
Civil Engineer/ Drainage	1
Associate Engineer II Stormwater	1
Associate Engineer I Stormwater	2
Permit Compliance Specialist - SW	1
Inspector/Stormwater	1
Stormwater Crew Leader	1
Equipment Operator IV	3
Equipment Operator II	4
Utility Worker/Equipment Operator I	4
Administrative Technician	1
Total	[23] **24**

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 and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the Stormwater 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 _____.

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:

_____

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Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

City Clerk's Office Item # N-13

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR STORMWATER ENGINEERING MANAGER

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Stormwater Engineering Manager.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No.10092 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2022.

BACKGROUND:

A review of operational efficiencies of the Public Works and Stormwater Departments have been underway over the last few months. Specific areas of review include engineering services, project management, maintenance, and infrastructure support activities occurring in both departments. There are unique opportunities to reduce silos and maximize resources in support of both Public Works and Stormwater missions and a reorganization plan has been developed to implement these changes.

The addition of a new position of Stormwater Engineering Manager is proposed as part of the process. This position will provide management of the professional engineering, permit compliance and inspections staff assigned to Stormwater and will provide the high-level technical engineering oversight necessary. The funding associated with the Stormwater Director position will be reallocated to fund this position.

FINANCIAL IMPLICATIONS:

The staffing change in the Stormwater Department results in an estimated annual savings of $5,297, as the funding from the Director level position would be used to fund the newly established Stormwater Engineering Manager position.

Cost Summary	Fund	Annual Cost Savings
Stormwater Director	EF	($150,676)
Stormwater Engineering Manager	EF	$145,379
	Total	($5,297)

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR STORMWATER ENGINEERING MANAGER

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2022 pay scale for the classification of Stormwater Engineering Manager is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The pay range for the appointed classification of Stormwater Engineering Manager in 2022

CLASS TITLE	*BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*					
(B) ADMINISTRATIVE							
Stormwater Engineering Manager	8394.44	8846.37	9298.31	9750.24	10202.17	10654.10	11106.62

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 and transactions described therein.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

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Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: September 12, 2022

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

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Human Resources Director
Deputy City Attorney, Bob Jagger

SUBJECT: AN ORDINANCE DECLINING EMPLOYER PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE (FAMLI) PROGRAM AND ACT CREATED AND CODIFIED AT PART 5, ARTICLE 13.3, TITLE 8 OF THE COLORADO REVISED STATUTES

SUMMARY:

Pursuant to §8-13.3-522, C.R.S., and Colorado Constitution Article. 20, §6, certain employers, to include local governments have the ability to decline employer participation in a new paid leave social insurance program known as the Family Medical Leave Insurance (FAMLI) program. City Council approval is requested for the City of Pueblo to opt out of employer participation in the program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In November of 2020, Colorado voters passed Proposition 118 which establishes a new state leave program which will provide paid leave for employees who have a need to take leave for specific reasons to include; caring for a new child during the first year after birth or adoption, or for foster care of a new child; caring for their own serious health condition; caring for a family member with a serious health condition; relating to activities of family member who is on active duty-military service or is called for active-duty military service; and when the individual or the individual's family member is a victim of domestic violence, stalking or sexual assault of abuse.

The Colorado FAMLI insurance program will provide up to 12 weeks of paid leave. Employees will receive no more than 90% of their base pay under the program for the period of leave and no more than $1,100 per week in benefit.

The majority of employers and employees in Colorado will be required to participate in this program. The pay continuation benefit associated with FAMLI will be funded by the employer and the employee through mandatory remission of quarterly premiums beginning in 2023. The amount of premium is based on Medicare taxable payroll earnings in the amount of .9% of payroll with the cost shared equally between employers and employees with the employer

contributing .45% and the employee paying .45%. No plan benefits will be paid to employees under the program until 2024. For 2023 and 2024, the premium contribution is set at .9% of payroll however is subject to increases beyond that as determined by the Colorado Division of Family and Medical Leave Insurance.

In order to avoid prohibitions with respect to unfunded mandates and for other policy reasons, local governments were authorized to decline participation in FAMLI, or "opt out," subject to the regulation and process promulgated by the Colorado Division of Family and Medical Leave Insurance. This exception was limited to a city, city and county, city, town, whether home rule or statutory, school district, special district authority or any political subdivision of the state. If a local government does not take specific action (governing body vote) to opt out of the program before December 1, 2022, participation in the program will be mandatory.

It is City Administration's recommendation to opt out of the FAMLI program. While this relieves the City of paying premiums, this ordinance if approved, will preserve an individual employee's decision to participate in the program. The City will agree to assist City employees who want to individually participate in FAMLI by facilitating voluntary payroll deductions, remitting the employee share of the premium and submitting wage data reports as required to the Colorado Division of Family and Medical Leave Insurance.

FINANCIAL IMPLICATIONS:

If the City of Pueblo does not op out, using the full year of 2021 payroll as an example, the City would be required to pay approximately $236,031 in annual premiums beginning in 2023. If this ordinance is approved, this cost can be avoided by the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

At the City Council Work Session on May 16, 2022, City Council requested that staff gather feedback from the affected City labor unions with respect to the City's recommendation to opt out of FAMLI. The presidents of the International Association of Firefighters Local #3, International Brotherhood of Police Officers #537 and the Pueblo Association of Government Employees were provided information about the program. All three bargaining units agreed with the City's recommendation to opt out of the program as long as their individual members' rights to voluntarily participate in the program are retained, which this ordinance accomplishes.

ALTERNATIVES:

If the opt out is not approved, then the City will remain enrolled in the FAMLI program and premiums must be paid by both the employer and the employees beginning first quarter 2023.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE DECLINING EMPLOYER PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE (FAMLI) PROGRAM AND ACT CREATED AND CODIFIED AT PART 5, ARTICLE 13.3, TITLE 8 OF THE COLORADO REVISED STATUTES

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

SECTION 1.

Pursuant to §8-13.3-522, C.R.S., and Colo. Const. Art. 20, §6, City Council hereby approves and authorizes the City to decline and votes to decline employer participation in the Paid Family and Medical Leave Insurance Program and Act created and codified at Part 5, Article 13.3, Title 8 of the Colorado Revised Statutes.

SECTION 2.

City Council further authorizes the City to assist City employees who want to individually participate in the Paid Family and Medical Leave Insurance Program including but not limited to facilitating voluntary payroll deductions, remitting the employee share of the premium and submitting wage data once a quarter to the Colorado Division of Family and Medical Leave Insurance.

SECTION 3.

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. The Mayor is specifically authorized to perform all acts required to implement this vote to decline employer participation including but not limited to execution and submission of notification of such vote to the Division of Family and Medical Insurance of the State of Colorado.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: September 12, 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 LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND CLARITY TELECOM, LLC, DBA BLUEPEAK FIBER, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

The Ordinance will approve a license agreement with Clarity Telecom, LLC., (D/B/A Bluepeak Fiber), a Delaware Limited Liability Company, which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a broadband provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and rights of way for the benefit of the public without discrimination among telecommunications and broadband providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

BACKGROUND:

Clarity Telecom, LLC., (D/B/A Bluepeak Fiber)'s website states they strive to create the foundational infrastructure for modern and accessible technology bridging public and private spaces to provide the greatest amount of broadband access to the greatest amount of people. As a qualified broadband service provider, Clarity Telecom, LLC., (D/B/A Bluepeak Fiber) has requested a telecommunications license from the City of Pueblo for installation of a fiber network within the City of Pueblo.

FINANCIAL IMPLICATIONS:

Clarity Telecom, LLC., (D/B/A Bluepeak Fiber), and its customers will pay the City of Pueblo applicable sales and use tax fees, E911 fees and occupation taxes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of way. As such, the City's alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
License Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND CLARITY TELECOM, LLC, DBA BLUEPEAK FIBER, A DELAWARE LIMITED LIABILITY COMPANY

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

SECTION 1.

The License Agreement between the City of Pueblo, a Municipal Corporation and Clarity Telecom, LLC, (D/B/A Bluepeak Fiber), a Delaware Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the License Agreement in the name of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers 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

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License Agreement") is entered into this 4th day of August, 2022 (the "Effective Date"), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and Clarity Telecom, LLC (D/B/A Bluepeak Fiber), a Delaware Limited Liability Company (hereinafter referred to as "Licensee"). Licensee and City may sometimes be referred to in this License Agreement individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a "Broadband provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(3), C.R.S., or a "telecommunications provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(9), C.R.S and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its telecommunications and/or Broadband services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

WHEREAS, Licensee may wish to install telecommunications and/or Broadband facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications and/or Broadband services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide telecommunications and/or Broadband services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide telecommunications and/or Broadband services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide telecommunications and/or Broadband services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport ("Airport") and Pueblo Municipal Airport Industrial Park ("Industrial Park"), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. "Rights of Way" shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include

any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. "PMC" shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. "Wireless Communications Facility" or "WCF" means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City's prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee's Facilities in, through, over, above, and along the City's Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications and/or Broadband services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars ($6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents ($1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as

subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City, the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

Licensee may request an extension of time to relocate facilities due to the inability to relocate its Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to

Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its telecommunications and/or Broadband system in a reasonable manner and shall use commercially reasonable efforts to provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend, and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications and/or Broadband system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to License. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out-of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement

remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than $2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial

abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this License Agreement in connection with the portion of the telecommunications or Broadband system so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and any other provisions that survive the termination of this License Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City:	Mayor 1 City Hall Pl. Pueblo, CO 81003
with a copy to:	Director of Public Works 211 E. "D" Street Pueblo, CO 81003
If to Licensee:	Clarity Telecom, LLC (D/B/A Bluepeak Fiber) 4600 S. Ulster St. Suite 1300 Denver, CO 80237
with a copy to:	Clarity Telecom, LLC (D/B/A Bluepeak Fiber) 4600 S. Ulster St. Suite 1300 Denver, CO 80237 Attention: General Counsel

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included

herein, Licensee shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License 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.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* as the same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[*Remainder of Page Intentionally Left Blank – Signature Page Follows*]

IN WITNESS WHEREOF, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

ATTEST:

_____

City Clerk

[SEAL]

CITY OF PUEBLO,
A Municipal Corporation

By:_____
Mayor

CLARITY TELECOM, LLC
(D/B/A BLUEPEAK FIBER),
A Delaware Limited Liability Company

ATTEST:

_____

Title:_____

By:_____

Title: CHIEF EXECUTIVE OFFICER

City Clerk's Office Item # N-16

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY GRANT AWARD NO. EMW-2021-FG-07073 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2210 FOR THE PURCHASE OF ONE AIR COMPRESSOR AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $45,599 WHICH INCLUDES A TEN PERCENT COST MATCH OF $4,145.37 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

SUMMARY:

Attached is an agreement between the City of Pueblo and the United States Department of Homeland Security (DHS) concerning a grant award in the amount of $45,599.00 to replace the Pueblo Fire Department's air compressor.

PREVIOUS COUNCIL ACTION:

Approval of similar United States Department of Homeland Security (DHS) grants in the last several recent years.

BACKGROUND:

The department has an air compressor at Fire station 1. The compressor is used to refill Self contained Breathing Apparatus (SCBA) bottles. The current compressor breaks down frequently. This grant will allow the department to update equipment, and reduce out of service times. This grant allows the Fire Department to achieve this at a minimal cost to the city.

FINANCIAL IMPLICATIONS:

The anticipated total cost for the project is $45,599.00. The United States Department of Homeland Security (DHS) share for the air compressor grant is $41,453.63 and the ten percent City match is $4145.37. Staff time will be required for project management, as well as grant monitoring and reporting. The match will be transferred from the Fire Department's Budget in the Public Safety Grant Match Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Grant Award Package

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY GRANT AWARD NO. EMW-2021-FG-07073 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2210 FOR THE PURCHASE OF ONE AIR COMPRESSOR AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $45,599 WHICH INCLUDES A TEN PERCENT COST MATCH OF $4,145.37 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

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

WHEREAS, the United States Department of Homeland Security ("DHS") has tendered a DHS Grant Award No. EMW-2021-FG-07073 in the amount of $45599.00, upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award 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 DHS Grant Award No. EMW-2021-FG-07073 to the City of Pueblo in the amount of $45599.00, a true copy of which is attached hereto ("Award"), is hereby accepted in accordance with its terms and conditions and is approved. The Mayor is authorized to execute the Award acceptance in the name of and on behalf of the City.

SECTION 2.

Project No. PS2210 Air Compressor Grant is hereby established. The grant amount of $45599.00 is hereby budgeted and appropriated to Project No. PS2210 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

The required ten percent match of $4,145.37 is hereby authorized to be transferred from the Public Safety Grant Match Fund to Project No. PS2210.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective immediately upon final passage.

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

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/10/2022

FEMA

Annamarie Elliss
CITY OF PUEBLO
DEPARTMENT OF FINANCE P.O. BOX 1427
PUEBLO, CO 81002

EMW-2021-FG-07073

Dear Annamarie Elliss,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $41,453.63 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $4,145.37 for a total approved budget of $45,599.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant
Recipient: CITY OF PUEBLO
UEI-EFT: NJK3BNUDRHJ7
DUNS number: 010620284
Award number: EMW-2021-FG-07073

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$45,599.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$41,453.63
Non-federal	$4,145.37
Total	$45,599.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Equipment

Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA

DESCRIPTION

We are requesting one 4-stage, 25 hp, 6000 psi air compressor to connect to an existing fill station and cascade system.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	$45,599.00	$45,599.00	Equipment

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant
Recipient: CITY OF PUEBLO
UEI-EFT: NJK3BNUDRHJ7
DUNS number: 010620284
Award number: EMW-2021-FG-07073

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Article 1 **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R.Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2	**General Acknowledgements and Assurances** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	**Activities Conducted Abroad** Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	**Debarment and Suspension** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplication of Benefits** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 19	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 21	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 22	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 23	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 24	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 25	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 26	**Non-Supplanting Requirement** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 27	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 28	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 29	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 30	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 31	**Reporting of Matters Related to Recipient Integrity and Performance** General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	**Reporting Subawards and Executive Compensation** Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable

	law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.
Article 34	**SAFECOM** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35	**Terrorist Financing** Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 36	**Trafficking Victims Protection Act of 2000 (TVPA)** Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 37	**Universal Identifier and System of Award Management** Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 38	**USA PATRIOT Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 39	**Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 40	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 41	**Acceptance of Post Award Changes** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
Article 42	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Threfore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 43	**Disposition of Equipment Acquired Under the Federal Award** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 44	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal,state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 45	**Indirect Cost Rate** 2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 46	**Applicability of DHS Standard Terms and Conditions to Tribes** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 47	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.
Article 48	**EHP Compliance Review Required** Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY21 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY21 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY21 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1.Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2021-FG-07073	N/A	846000615	AWARD	WX00671N2022T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF PUEBLO 1 CITY HALL PL PUEBLO, CO 81003	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Annamarie Elliss	7195532638	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
08/10/2022	OTHER - FEMA GO	COST SHARING	**Performance Period** 08/17/2022 to 08/16/2024 **Budget Period** 08/17/2022 to 08/16/2024

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	$0.00	$41,453.63	$41,453.63	$4,145.37
		Totals	$0.00	$41,453.63	$41,453.63	$4,145.37

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	DATE 08/10/2022

Background Paper for Proposed
Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Barbara Huber, Fire Chief – Fire Department

SUBJECT: AN ORDINANCE APPROVING A NON-DISCLOSURE AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND COLORADO SPRINGS UTILITIES, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This ordinance approves an NDA with Colorado Springs Utilities regarding information sharing.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of emergency planning and collaboration the City of Pueblo enters into this agreement with Colorado Springs Utilities to allow the sharing of confidential information as it pertains to emergency planning.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A NON-DISCLOSURE AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND COLORADO SPRINGS UTILITIES, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Non-Disclosure Agreement ("Agreement") between and Pueblo, a municipal corporation and Colorado Springs Utilities, an enterprise of the City of Colorado Springs, 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 Springs Utilities
It's how we're all connected

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the 26th day of September 2022, ("Effective Date") by and between Colorado Springs Utilities ("Utilities"), an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation, located at 121 S. Tejon Street, Colorado Springs, Colorado, 80903, and Pueblo a municipal corporation by and on behalf of the Pueblo Fire Department ("Stakeholder"), with principal place of business of Pueblo Fire Department at 1551 Bonforte Blvd, Pueblo, CO 81001. Utilities and Stakeholder may be individually referred to as a "Party" and collectively referred to as the "Parties" under this Agreement.

WHEREAS, Utilities agrees and Stakeholder recognizes that there is a need to disclose certain confidential or proprietary information of Utilities in connection with all Business Continuity Plans; Emergency Action, Emergency Response, and Business Recovery (collectively the "Plans") as may be updated or amended from time to time;

WHEREAS, although Stakeholder is subject to Federal law the Stakeholder shall also comply with the additional safeguards of this Agreement; and

WHEREAS, Utilities and Stakeholder recognize the need to preserve the confidentiality of information relating to the specialized details of the Plan(s).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Stakeholder and Utilities agree as follows:

1. Confidential Information. Stakeholder hereby acknowledges that it has been or may be exposed to confidential or proprietary information ("Confidential Information"), regardless of form (oral or written), disclosed by Utilities to Stakeholder in connection with the Plan(s), including, but not limited to critical infrastructure information, personal contact information, and plan response. ***Digital copies and/or GIS data for dam inundation maps located in El Paso County,*** and all information included in the Plan(s) is confidential and proprietary and shall be deemed Confidential Information.

2. Covenant Not To Disclose. Stakeholder hereby agrees that it shall not use, commercialize, or disclose Confidential Information to any person or entity, except to its own employees solely on a "need to know" basis and provided that Stakeholder takes appropriate steps to cause each employee to whom Confidential Information is disclosed to preserve the confidentiality of the Confidential Information and to be bound by the restrictions imposed by this Agreement. Stakeholder shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information, but in no event less than reasonable care. Nothing in this Agreement is intended to or shall grant to Stakeholder an ownership right, a license, or other right of any nature to use Confidential Information except as expressly provided in this Section 2.

3. Exceptions to Obligations. Notwithstanding the foregoing, this Agreement shall not apply to information which:

(a) is already known to Stakeholder, provided that such prior knowledge can be substantiated by written records and documents and was not disclosed by Utilities to Stakeholder pursuant to a Confidentiality Agreement similar to this Agreement;
(b) has become publicly known through no act of Stakeholder;
(c) has been rightfully received from a third party who had a bona fide right to make such disclosure;
(d) has been independently developed by Stakeholder without reliance on the Confidential Information;
(e) has been approved for release by written authorization of Utilities; or
(f) is required to be disclosed by a court, a governmental agency, or by law, specifically the Colorado Open Records Act ("CORA"), § 24-72-200.1, C.R.S. et seq. As municipal corporations, it is understood and acknowledged that the Parties are subject to CORA. In the event that the a Party receives a request for Confidential Information (the "Receiving Party"), the Receiving Party will provide written notice thereof to the other Party (the "Non-Receiving Party") so that the Receiving Party may seek a protective order or other appropriate remedy. The Non-Receiving Party shall cooperate with the Receiving Party's efforts to obtain such relief, and the Parties shall equally bear the costs of seeking the protective order or other appropriate remedy unless the Parties mutually agree in writing otherwise..

The burden of proving the applicability of one of the above exceptions shall be on Stakeholder. Stakeholder will provide Utilities with prompt written notice at address set forth above of any request by legal authorities or relating to legal or similar process (e.g., interrogatories or subpoenas) to disclose any Confidential Information so Utilities may, in its sole discretion, seek to obtain an appropriate protective order or waive compliance with this Agreement.

4. Unauthorized Disclosure. In the event of any unauthorized disclosure, use, or other misappropriation of any Confidential Information by Stakeholder (including its officers, directors, employees, and agents), Stakeholder shall promptly notify Utilities in writing at the address set forth above and shall take all actions reasonably required or advisable to recover, or prevent the unauthorized use or disclosure of, such Confidential Information.

5. Injunctive Relief; Remedies. Stakeholder agrees that any violation of the terms of this Agreement would cause immediate and irreparable harm to Utilities, and Stakeholder therefore agrees that upon the existence of any breach or threatened breach of this Agreement, Utilities may immediately obtain a temporary restraining order or other form of equitable relief from an appropriate court of competent jurisdiction. Stakeholder agrees not to contest the granting of such temporary restraining order or other equitable relief. Such order shall become permanent upon adequate showing of irreparable injury and ruling by a court of law. Stakeholder may participate in any proceeding relating to a permanent injunction. This provision shall not limit the right of Utilities to other damages and legal relief in addition to or substitution for such equitable relief.

6. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado, without regard for the law of conflicts, and Federal law. In the event of litigation, this Agreement shall be enforceable by or against the City of Colorado Springs on behalf of Utilities as provided in the Colorado Springs City Code §12.1.109. Any dispute regarding this Agreement may only be brought in the El Paso County District Court, Colorado Springs, Colorado, or for matters of exclusive federal jurisdiction United States District Court for the District of Colorado.

7. Term. This Agreement shall remain in effect during all discussions and exercises related to the Plan(s) between Utilities and Stakeholder and shall not terminate for ten (10) years from the disclosure of the last item of Confidential Information subject to this Agreement.

8. Return or Destruction of Information. Upon receipt of an updated version of any Plan(s) Stakeholder agrees to destroy superseded Plan(s), or Stakeholder agrees to return or destroy all Confidential Information of Utilities together with any notes, documents, copies, or other materials prepared by Stakeholder with respect to such Confidential Information within ten (10) days following the receipt of the updated version of the Plan(s) or a specific request from Utilities. Stakeholder shall provide written certification of such return or destruction to Utilities in writing at the address set forth above.

9. Disclaimer. Utilities does not warrant the accuracy of the information contained in any plans or maps related to the Plan(s).

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Utilities and Stakeholder acknowledge and agree that no other statement, representations, agreements or warranties, except those outlined herein, apply to the terms and conditions of this Agreement. The terms of this Agreement may only be modified by a written amendment executed by both parties. Email and all other electronic (including voice) communications from Utilities in connection with this Agreement are for informational purposes only. No such communication is intended by Utilities to constitute either an electronic amendment or an electronic signature, or to constitute any agreement by Utilities to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

11. Assignment. This Agreement may not be assigned or delegated by Stakeholder without the prior written approval of Utilities. The rights and obligations of each of the parties will inure to the benefit of, will be binding upon, and will be enforceable by the parties and their lawful permitted successors, assigns, and representatives.

12. Non-Waiver/Severability. A waiver of any right under this Agreement by a party on any occasion shall not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of this Agreement is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision.

In witness whereof, the parties have executed this Agreement as of the date first written above and the execution of this Agreement by representative of Stakeholder further certifies that the representative is duly authorized to commit Stakeholder to this Agreement in its entirety:

COLORADO SPRINGS UTILITIES	**STAKEHOLDER**
By: _____	By: _____
Name: Bryan Babcock	Name: Nicholas Gradisar
Title: General Manager, Colorado Springs Utilities	Title: Mayor
Date: _____	Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 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 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, RELATING TO TRAILHEAD ACCESS TO THE CITY OF PUEBLO'S TRAIL TO THE ARKANSAS RIVER

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Memorandum of Understanding between the City of Pueblo and InhabX, LLC, a Colorado limited liability company ("Developer") relating to trailhead access to the City's trail to the Arkansas River near S. Main Street.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Developer is the owner of the following real property located adjacent to S. Main Street in the City of Pueblo, having the following legal description:

> A portion of Lot 10, and all of Lots 11 through 20, Block 214, of The Colorado Coal and Iron Company, a subdivision of a certain portion of the City of South Pueblo, recorded December 6, 1883, in Book 40, Page 522 in the County of Pueblo, State of Colorado.

also known as Parcel No. 536305003 in the records of the Pueblo County Assessor (outlined with a red border in the attached Exhibit 1) ("Main Street Property").

Developer acquired the Main Street Property from the Pueblo Conservancy District, a political subdivision of the State of Colorado ("District") pursuant to a Quit Claim Deed dated December 15, 2021 which was recorded in the records of the Pueblo County Clerk and Recorder on December 20, 2021 at Reception No. 2257075. In the aforesaid Quit Claim Deed, the District reserved a reversionary interest in the Main Street Property in the event that the Developer failed to provide the City "such easements or deeds as are necessary for the placement of the proposed Main Street [Pedestrian] Bridge abutments" across the Main Street Property.

The Developer desires that the District's reversionary interest specified in the December 15, 2021 Quit Claim Deed be extinguished and terminated. The City is the owner of real property adjacent to the Main Street Property, (highlighted in green in the attached Exhibit 1). The City wishes to construct the Main Street Pedestrian Bridge (highlighted in brown in the attached Exhibit 1) and also wishes to construct a concrete trail, fifty (50) feet in width, between S. Main Street and the new pedestrian bridge (highlighted in gray in the attached Exhibit 1) and the City requires temporary and permanent easements and rights-of-way from the Developer for such purposes.

FINANCIAL IMPLICATIONS:

Consistent with the December 15, 2021 Quit Claim Deed, Developer shall grant and convey the Temporary Easement and Permanent Easement to the City without receiving any financial compensation from the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to enter into the Memorandum of Understanding with the Developer.

RECOMMENDATION:

The Mayor and City staff recommend approval of this Ordinance.

Attachments:
Proposed Ordinance
Proposed Memorandum of Understanding

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, RELATING TO TRAILHEAD ACCESS TO THE CITY OF PUEBLO'S TRAIL TO THE ARKANSAS RIVER

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

SECTION 1.

The Memorandum of Understanding ("Agreement") dated September 26, 2022, between the City of Pueblo and InhabX, LLC, a Colorado limited liability company, a copy of which is attached hereto and is incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver said Agreement in the name of the City and the City Clerk is authorized to fix 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 which are necessary or appropriate to implement the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 26th day of September, 2022 ("Effective Date") by and between the City of Pueblo, a Colorado municipal corporation ("City") and inhabX, LLC, a Colorado limited liability company ("Developer"). City and Developer are sometimes each referred to as a "Party" and collectively "Parties." WITNESSETH:

WHEREAS, Developer is the owner of the following real property located adjacent to S. Main Street in the City of Pueblo, having the following legal description:

> A portion of Lot 10, and all of Lots 11 through 20, Block 214, of The Colorado Coal and Iron Company, a subdivision of a certain portion of the City of South Pueblo, recorded December 6, 1883, in Book 40, Page 522 in the County of Pueblo, State of Colorado.

also known as Parcel No. 536305003 in the records of the Pueblo County Assessor (outlined with a red border in the attached Exhibit 1) ("Main Street Property"); and

WHEREAS, Developer acquired the Main Street Property from the Pueblo Conservancy District, a political subdivision of the State of Colorado ("District") pursuant to a Quit Claim Deed dated December 15, 2021 which was recorded in the records of the Pueblo County Clerk and Recorder on December 20, 2021 at Reception No. 2257075; and

WHEREAS, in the aforesaid Quit Claim Deed, the District reserved a reversionary interest in the Main Street Property in the event that the Developer failed to provide the City "such easements or deeds as are necessary for the placement of the proposed Main Street [Pedestrian] Bridge abutments" across the Main Street Property; and

WHEREAS, Developer desires that the District's reversionary interest specified in the December 15, 2021 Quit Claim Deed be extinguished and terminated; and

WHEREAS, the City is the owner of real property adjacent to the Main Street Property, (highlighted in green in the attached Exhibit 1); and

WHEREAS, the City wishes to construct the Main Street Pedestrian Bridge (highlighted in brown in the attached Exhibit 1) and also wishes to construct a concrete trail, fifty (50) feet in width, between S. Main Street and the new pedestrian bridge (highlighted in gray in the attached Exhibit 1) and the City requires temporary and permanent easements and rights-of-way from the Developer for such purposes; and

WHEREAS, the Parties desire to enter into an agreement specifying their respective rights and responsibilities with respect to the Main Street Property, in accordance with the terms herein provided;

NOW, THEREFORE, in consideration of the foregoing recitals and terms and conditions set forth herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. RESPONSIBILITIES OF THE DEVELOPER

(a) Upon execution of this Agreement, Developer shall execute and deliver to the City the Temporary Easement and Right-of-Way document, marked as Exhibit 2, attached hereto and incorporated herein by this reference, thereby granting City a one-year easement and right-of-way to the entirety of the Main Street Property ("Temporary Easement").

(b) During the one-year term of the Temporary Easement, Developer shall cause the Main Street Property to be surveyed by a surveyor who is licensed by the State of Colorado. Such survey shall specify the location of:

(i) the concrete trail (50 feet in width) across the Main Street Property;

(ii) a strip of land (50' by 80') located in the northwest portion of Main Street Property adjacent to the City's property (highlighted in green in the attached Exhibit A) and S. Main Street;

(iii) a strip of land (50' by 50') located in the southeast portion of the Main Street Property;

(iv) a strip of land (20' by 20') located northwest and adjacent to the strip of land described in Section 1 (b) (iii) above

(hereinafter collectively the Permanent Easement).

(c) Following completion of the survey described in Section 1 (b) above, but prior to the expiration of the term of the Temporary Easement, Developer shall grant and convey to the City, a dedicated Permanent Easement and Right-of-Way across the Main Street Property to the land described in Section 1 (b) (i) through (iv) above.

(d) Consistent with the December 15, 2021 Quit Claim Deed, Developer shall grant and convey the Temporary Easement and Permanent Easement described herein to the City without receiving any financial compensation from the City.

2. RESPONSIBILITIES OF THE CITY

(a) Upon execution of this Agreement, City shall notify the District that the Developer has provided or agreed to provide the City with the necessary temporary and permanent easements across the Main Street Property to construct and operate Main Street pedestrian bridge and that the City consents to the termination of the District's reversionary interest specified in the December 15, 2021 Quit Claim Deed.

(b) During the term of the Temporary Easement, City shall use best efforts to complete the installation of the Main Street Pedestrian Bridge (highlighted in brown in the attached Exhibit 1).

3. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Developer without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at the City's election, be deemed void and of no effect whatsoever.

4. 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 the Parties.

5. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties hereto understand and agree that the City and its Mayor, councilors, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 to 120, C.R.S., or otherwise available.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. NOTICES

Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to City, addressed to:

Mayor
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Colorado 81003

with a copy to:
City Attorney
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003

(b) If to Developer, addressed to:

InhabX, LLC
Attn: John Wark
2311 S. Prairie Ave.
Pueblo, CO 81005

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.

12. TIME OF ESSENCE / DEFAULT AND REMEDIES

Time is of the essence hereof. If any obligation required to be performed is not performed there shall be the following exclusive remedies:

(a) If Developer is in Default: In the event Developer defaults in the performance of its obligations hereunder, City shall have the right to (i) terminate this Agreement by written notice to Developer or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction, without the posting of a bond, at the instance and request of the City without the showing of any special damages or an inadequate remedy at law.

by written notice to Developer or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction, without the posting of a bond, at the instance and request of the City without the showing of any special damages or an inadequate remedy at law.

(b) If City is in Default: In the event City defaults in the performance of its obligations hereunder, Developer shall have the right to (i) terminate this Agreement by written notice to City or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction, without the posting of a bond, at the instance and request of the Developer without the showing of any special damages or an inadequate remedy at law.

13. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO

_____

City Clerk

By_____

Nicholas A Gradisar, Mayor

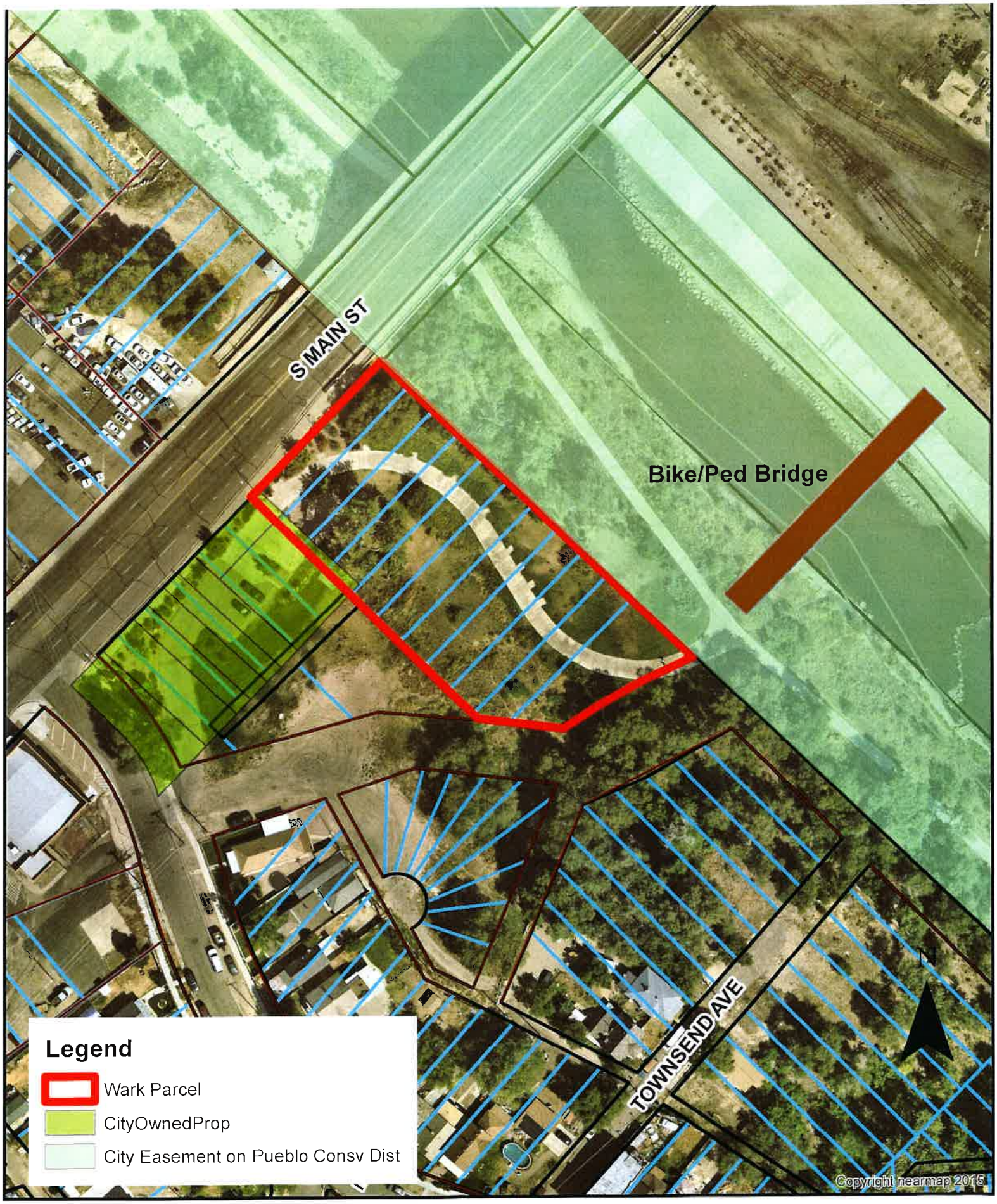
[S E A L]

InhabX, LLC
A Colorado limited liability company

_____

By: (Signature)
John Wark
President and Manager

Exhibit 1



This map is for City of Pueblo planning purposes only. 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.

Miles
0 0.005 0.01 0.02 0.03

PER PUEBLO WATER:
THIS DRAWING IS FOR GENERAL INFORMATION ONLY. BEFORE CONSTRUCTION PLANS ARE FINALIZED, YOU MUST CONTACT THE BOARD'S CIVIL ENGINEER TO VERIFY THAT THE SIZE, TYPE, LOCATION, ETC. OF THE WATER MAIN(S) AND/OR THE PROPOSED WATER SERVICE IS CORRECT.

Exhibit 2

TEMPORARY EASEMENT AND RIGHT OF WAY

THIS TEMPORARY EASEMENT, granted this 26th day of September, 2022, by inhabX, LLC, a Colorado limited liability company, Grantor, to the City of Pueblo, a Colorado Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of constructing, maintaining, repairing, replacing, controlling, and demolishing a bridge, access path, irrigation system, public art exhibit, City-installed landscaping improvements, and public utilities (referred to collectively hereinafter as the "Improvements") which will be constructed or installed in, through, over, under and across Grantor's property; for providing public access and use of the Improvements situated in Pueblo County, Colorado, and described as follows: (the "Property")

See Exhibits "A" and "B"

TOGETHER WITH the right to enter upon the Property for the purposes of construction, installation, replacement, maintenance, control, repair, and demolition and the right for public access and use of the Improvements to use so much of the adjoining property of Grantor for said purposes. The Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the right and privilege above granted and which will not interfere with or endanger any of Grantee's equipment or facilities therein or use thereof.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the property.

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Grantor and Grantee.

This Temporary Easement shall commence on the date set forth above and shall expire and terminate on September 25, 2023. In the event there is a delay in the construction of the Main Street Pedestrian Bridge, due to circumstances beyond the control of the Grantee, the duration of this Temporary Easement may be extended as agreed to by Grantor and Grantee.

InhabX, LLC

a Colorado limited liability company

By: (Signature)

John Wark

President and Manager

EXHIBIT “A”

An easement located on a portion of Lot 10, and all of Lots 11 through 20, Block 214, of The Colorado Coal and Iron Company, a subdivision of a certain portion of The City of South Pueblo, recorded December 6, 1883, in Book 40, Page 522 in the City of Pueblo, County of Pueblo, State of Colorado.

EXHIBIT "B"



N
W E
S

SCALE: 1"=250'

Exhibit 3

The City of Pueblo hereby acknowledges to The Pueblo Conservancy District that inhabX, LLC, the Grantee in a Quit Claim Deed dated December 15, 2021 and recorded December 20, 2021, has granted to the City of Pueblo such easements or deeds as are necessary for the placement of the proposed Main Street Bridge abutments. The City of Pueblo consents to The Pueblo Conservancy District releasing and terminating the right of reversion contained in said Quit Claim Deed.

Dated this ___ day of August, 2022

CITY OF PUEBLO

By: _____
Nicholas A. Gradisar, Mayor

ATTEST:

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT NO. 3 TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEW CF&I INC., A DELAWARE CORPORATION

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Amendment No. 3 to an employment agreement with New CF&I Inc., as Delaware corporation (the "Company").

PREVIOUS COUNCIL ACTION:

On October 22, 2018, by Resolution No. 14071, City Council approved an original employment agreement with the Company which authorized the advancement of funds in the amount of $15 million to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, at least one thousand (1,000) full-time employees whose pre-benefit salaries would average at least $60,000.

On November 11, 2019, by Ord. No. 9588, City Council approved an amendment to the employment agreement ("Amendment No. 1") which extended the Company's "off ramp" deadline from December 1, 2019 until April 1, 2020.

On March 23, 2020, by Ord. No. 9691, City Council approved an amendment to the employment agreement ("Amendment No. 2") which extended the Company's "off ramp" deadline from April 1, 2020 until July 1, 2020.

BACKGROUND:

Paragraph 2.2 of October 22, 2018 Employment Agreement provided as follows:

> 2.2. The Parties agree that upon proper application therefor, the City agrees to reimburse Company in an amount not to exceed Eight Hundred Thousand Dollars ($800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC"). The maximum amount for training for each employee shall not exceed Eight Hundred Dollars ($800.00). The Parties further

agree that reimbursement of training expenses is not addressed in or covered by this Agreement but will be the subject of a future amendment to this Agreement upon request of the Company.

Company has requested the attached Amendment No. 3 be approved by the City in order to begin implementation of employee training at PCC.

FINANCIAL IMPLICATIONS:

The attached Ordinance authorizes the transfer of $800,000 from the City's so-called "Half-Cent Economic Development Fund" to pay for the Company's training expenses at PCC.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Company's training expenses at PCC will not be reimbursed and it could be argued that the City would be in breach of the October 22, 2018 Employment Agreement.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

Attachments:
Proposed Ordinance
Proposed Amendment No. 3 to Employment Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT NO. 3 TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEW CF&I INC., A DELAWARE CORPORATION

RECITALS

The following recitals are incorporated in and made a part of this Ordinance:

WHEREAS, On October 22, 2018, by Resolution No. 14071, City Council approved an original employment agreement with New CF&I Inc., as Delaware corporation (the "Company") which authorized the advancement of funds in the amount of $15 million to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, at least one thousand (1,000) full-time employees whose pre-benefit salaries would average at least $60,000; and

WHEREAS, Paragraph 2.2 of October 22, 2018 Employment Agreement provided as follows:

> 2.2. The Parties agree that upon proper application therefor, the City agrees to reimburse Company in an amount not to exceed Eight Hundred Thousand Dollars ($800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC"). The maximum amount for training for each employee shall not exceed Eight Hundred Dollars ($800.00). The Parties further agree that reimbursement of training expenses is not addressed in or covered by this Agreement but will be the subject of a future amendment to this Agreement upon request of the Company.

and

WHEREAS, Company has requested the City to approve the attached Amendment No. 3 in order to begin implementation of employee training at PCC; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that the expenditure of Eight Hundred Thousand Dollars ($800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC") described in the attached Amendment No. 3 to Employment Agreement ("Amendment No. 3") is for a public purpose and in furtherance of a municipal function and will create employment opportunities justifying the expenditure of public funds. The City Council further finds the economic incentive

granted to the Company hereby meets the standards established by Section 14-4-85 of the Pueblo Municipal Code.

SECTION 2.

The Amendment No. 3 to Employment Agreement, dated September 26, 2022, between the City and the Company, a copy of which 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 Amendment No. 3 in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the aggregate amount of $800,000.00 are hereby authorized to be transferred, expended and made available out of the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the sole purpose of the job training project authorized herein and in the manner described in the attached Amendment No. 3. The funds hereby authorized to be transferred and expended shall be released, disbursed and paid by the City's Director of Finance as specified in the attached Amendment No. 3.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment No. 3 which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Amendment No. 3 to Employment Agreement

This Amendment No. 3 to Employment Agreement ("Amendment No. 3") is entered into this 26th day of September, 2022 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and New CF&I Inc., a Delaware corporation (the "Company"). The Company and the City are referred to collectively in this Amendment as the "Parties" and individually, without differentiation, each as a "Party".

Recitals

The following recitals are incorporated in and made a part of this Amendment No. 3:

WHEREAS, On October 22, 2018, by Resolution No. 14071, City Council approved an original employment agreement ("Agreement") with the Company which authorized the advancement of funds in the amount of $15 million to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, at least one thousand (1,000) full-time employees whose pre-benefit salaries would average at least $60,000; and

WHEREAS, Paragraph 2.2 of October 22, 2018 Employment Agreement provided as follows:

> 2.2. The Parties agree that upon proper application therefor, the City agrees to reimburse Company in an amount not to exceed Eight Hundred Thousand Dollars ($800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC"). The maximum amount for training for each employee shall not exceed Eight Hundred Dollars ($800.00). The Parties further agree that reimbursement of training expenses is not addressed in or covered by this Agreement but will be the subject of a future amendment to this Agreement upon request of the Company.

and

WHEREAS, Company has requested the City to approve this Amendment No. 3 in order to begin implementation of employee training at PCC. NOW THEREFORE,

Agreement

In consideration of the foregoing recitals and the mutual covenants, agreements and promises in this Amendment No. 3 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as set forth in this Amendment No. 3:

1. Section 2.2 of the October 22, 2018 Employment Agreement is hereby amended and restated as follows:

> 2.2. The City agrees to reimburse Company in an amount not to exceed Eight Hundred Thousand Dollars ($800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC"). The maximum amount for training for each employee shall not exceed Eight Hundred Dollars ($800.00).

2. Except as modified by this Amendment No. 3, the provisions of the October 22, 2018 Employment Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and said Agreement and this Amendment No. 3 shall be construed together as a single integrated document.

IN WITNESS WHEREOF, this Amendment No. 3 is executed by the Parties hereto in their respective names as of the date first above written.

CITY OF PUEBLO, A COLORADO
MUNICIPAL CORPORATION

_____
By: Nicholas A. Gradisar, Mayor

ATTEST:

_____
Marisa Stoller, City Clerk

NEW CF&I INC.
A DELAWARE CORPORATION

By: _____
(Signature)

(Print Name) _____

(Print Title) _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of New CF&I Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

City Clerk's Office Item # N-20

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

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

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign Amendment No. 2 to a hangar lease between the City and Lockheed Martin Corporation, a Maryland corporation ("Company") pertaining to land and a hangar building located at the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

On July 24, 2017, by Resolution No. 13734, City Council approved the original two year hangar lease between the City and Company.

On August 24, 2020, by Ordinance No. 9772, City Council approved an amendment to the original lease agreement ("Amendment No. 1") which:

- Extended term of the lease by two years, with the Company having the option to renew the lease for an additional two terms of one year each.
- Company agreed to pay landing fees and further agreed to reimburse the City for snow removal.
- Company agreed to lease the hangar and the property on a "triple net" basis with the Company paying all applicable taxes, insurance and utilities. In addition, the Company agreed to pay the City of Pueblo's combined service fee.
- The City agreed to install certain electrical upgrades to the hangar building, in an amount not to exceed Thirty-two Thousand Dollars ($32,000.00) in accordance with specifications agreed to by the parties.

BACKGROUND:

The City and the Company have negotiated a second extension to the hangar lease containing the following terms and conditions:

1. The lease is extended for an additional two (2) years through July 23, 2024.
2. Company shall pay rent to the City as follows:

Dates	Amount of Rent per Month
07/24/22 to 07/23/23	$6,500.00
07/24/23 to 07/23/24	$7,000.00

3. The City has agreed to install a new concrete floor in the front office area of the building at a cost not to exceed $70,000.

FINANCIAL IMPLICATIONS:

As set forth above.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council has the option of not extending the lease or not agreeing to install a new concrete floor in the front office area of the hangar.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

Attachments:
Proposed Ordinance
Proposed amendment to hangar lease

ORDINANCE NO. _____

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

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

SECTION 1.

The Amendment No. 2 to Hangar Lease ("Amendment No. 2") between the City of Pueblo, a Colorado municipal corporation and Lockheed Martin Corporation, a Maryland corporation ("Company") dated September 26, 2022, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Amendment No. 2 in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment No. 2 which are necessary or appropriate to implement the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AMENDMENT NO. 2 TO LEASE

THIS AMENDMENT NO. 2 TO LEASE ("Amendment No. 2") is entered into this 26th day of September, 2022 between the City of Pueblo, a Colorado municipal corporation ("Lessor") and Lockheed Martin Corporation, a Maryland corporation ("Lessee"). Lessor and Lessee may be individually referred to herein as "Party" or collectively referred to as "Parties."

WHEREAS, Lessor and Lessee entered into an original Lease (as amended as set forth below, collectively, the "Lease") dated July 24, 2017 through which Lessor leases approximately 22,500 rentable square feet (the "Leased Premises") located 32501 Walt Bassett Ave., Pueblo, CO 81001 ("Building") and

WHEREAS, Lessor and Lessee entered into that certain Lease Commencement Agreement dated September 11, 2017 in which the parties confirmed certain dates related to the Lease Term and corrected the address of the Building;

WHEREAS, Lessor and Lessee entered into an Amendment to the Lease dated August 24, 2020 ("Amendment No. 1") in which the Lessor agreed to install certain electrical upgrades to the Leased Premises and Lessor and Lessee agreed to extend the Lease term; and

WHEREAS, Lessee has requested that Lessor install a new concrete floor in the front office area of the Building and Lessor has agreed to do so and the Parties desire to expand the Leased Premises and extend the Lease term.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Leased Premises. Section 1.03 of the Lease, as amended by Section 1 of Amendment No. 1 is rescinded and replaced and restated as follows:

1.03 Prior to December 31, 2022, Lessor shall install a new concrete floor in the 3,600 square foot front office area of the Building ("Expansion Space") as shown on Exhibit A attached hereto, at Lessor's sole cost and expense, in an amount not to exceed Seventy Thousand Dollars ($70,000.00). Upon completion of such concrete floor installation and delivery of the Expansion Space to Lessee ("Expansion Space Commencement Date"), the Leased Premises shall be expanded to include both

the original 22,500 square foot Leased Premises and the Expansion Space, for a total Leased Premises of 26,100 square feet. Beginning on the Expansion Space Commencement Date and continuing throughout the Lease term, "Leased Premises" shall mean the entire 26,100 square foot Leased Premises for all purposes therein. Promptly following the Expansion Space Commencement Date, Lessor shall prepare a commencement certificate to be executed by Lessor and Lessee; such commencement certificate shall confirm the Expansion Space Commencement Date and the date on which Lessee has the ability to store items on the cured concrete slab in the Expansion Space.

2. Term. Section 2.01 of the Lease, as amended by Section 2 of Amendment No. 1 is rescinded and replaced and restated as follows:

2.01 The term of this Lease is from July 24, 2022 ("Commencement Date") through July 23, 2024.

3. Rent. Section 3.01 of the Lease, as amended by Section 4 of Amendment No. 1 is rescinded and replaced and restated as follows:

3.01 Lessee shall pay to Lessor monthly rent ("Base Rent") in advance, without notice or demand, beginning on the Commencement Date and on the 1st day of each month thereafter during the entire term, as follows:

Dates	Amount of Base Rent per Month
07/24/22 to Expansion Space Commencement Date	$5,603.45
Expansion Space Commencement Date to 07/23/23	$6,500.00
07/24/23 to 07/23/24	$7,000.00

Base Rent for any partial months shall be pro-rated based on the number of days in such month.

4. Renewal Option. Lessee shall have the option to extend the term of the Lease for one (1) period of two (2) years ("Option Term") by providing written notice thereof to Lessor no later than ninety (90) days prior to the expiration of the Lease term. The Option Term shall be under the same terms and conditions as the Lease, except that the Base Rent payable during the Option Term shall be as follows:

Dates	Amount of Base Rent per Month
07/24/24 to 07/23/25	$7,500.00
07/24/25 to 07/23/26	$8,000.00

5. Lessee's Notice Address. Notwithstanding anything in the Lease to the contrary, Lessee's address for notices is hereby amended to the following:

1111 Lockheed Martin Way
Mail Stop BB-15S/157-2E7
Sunnyvale, CA 94088
Attn: Facilities Manager

With a copy of all invoices and legal notices to:

LMC Properties, Inc.
100 South Charles Street
Suite 1400
Baltimore, MD 21201
Attn: Lease Administration

6. Ratification of Prior Lease. The Lease between the Parties, which is incorporated herein by this reference, shall remain in full force and effect, except as amended by this Amendment No. 2.

[Signature Page Follows]

Executed at Pueblo, Colorado, the day and year first above written.

LESSOR:

CITY OF PUEBLO
A Colorado Municipal Corporation [Seal]

By: _____ Attest: _____
Nicholas A. Gradisar City Clerk
Mayor

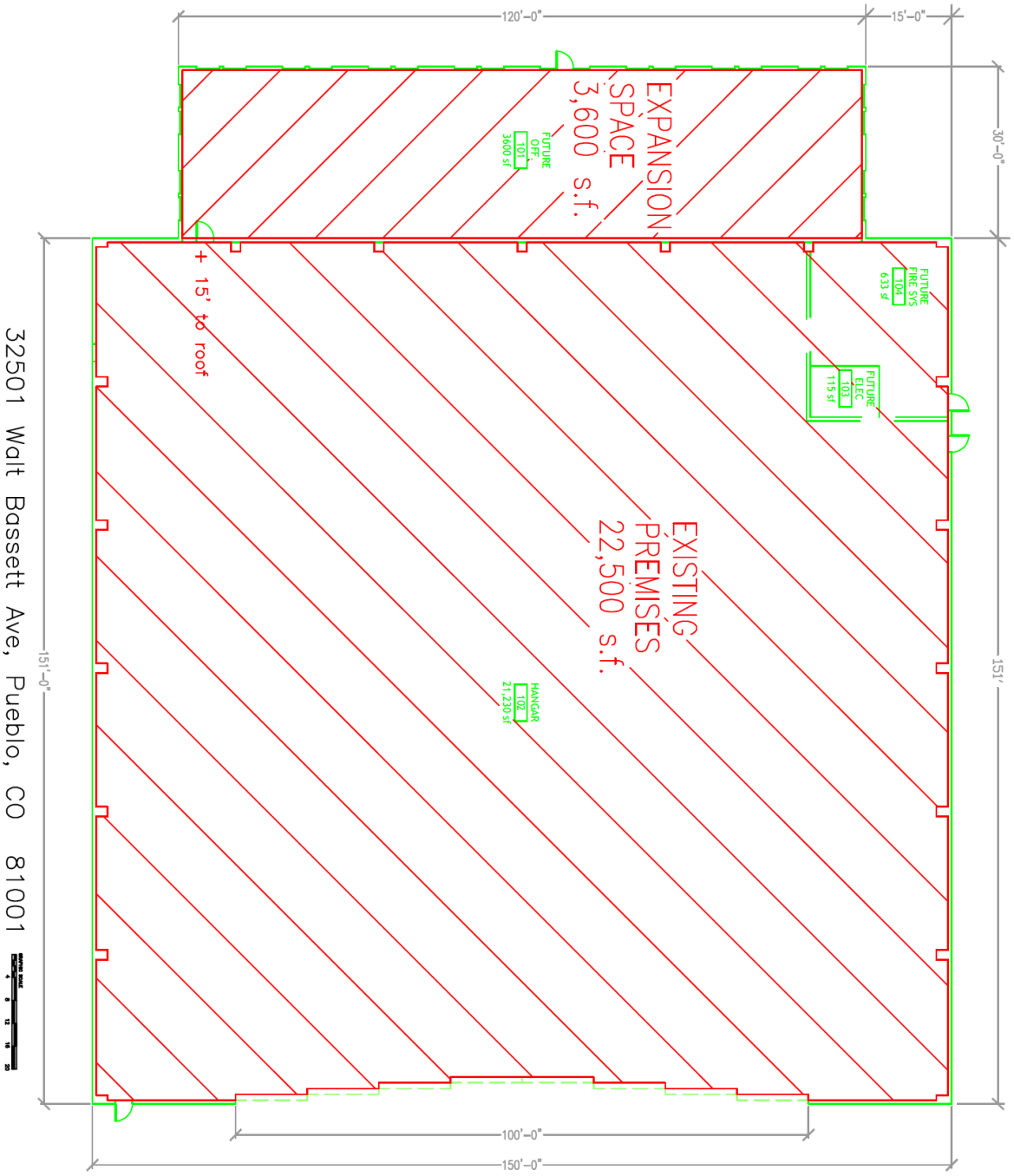
LESSEE:

LOCKHEED MARTIN CORPORATION
A Maryland corporation

By: LMC Properties, Inc., Attorney in Fact
under Irrevocable Power of Attorney effective June 9, 2022

By 8-18-2022_____
Name: Jed Prossner
Title: Real Estate Manager

EXHIBIT A


120'-0"
15'-0"
30'-0"
EXPANSION SPACE 3,600 s.f.
FUTURE OFF. 101 3600 sf
+ 15' to roof
FUTURE FIRE SYS 104 633 sf
FUTURE ELEC 103 115 sf
EXISTING PREMISES 22,500 s.f.
HANGAR 102 21,230 sf
151'-0"
151'
100'-0"
150'-0"
32501 Walt Bassett Ave, Pueblo, CO 81001

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

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

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a construction management agreement with the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF") relating to a hangar owned by the City located at 32501 Walt Bassett Avenue, Pueblo, CO 81001.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City is the owner of a hangar containing approximately 22,500 rentable square feet located 32501 Walt Bassett Ave., Pueblo, CO 81001 (the "Property") Since approximately July 24, 2017, the Property has been leased to the Lockheed Martin Corporation, a Maryland Corporation ("Lockheed"). The City is simultaneously entering into an Amendment No. 2 to the lease between the City and Lockheed for the Property which extends the term of the lease by two years but also requires the City to install a new concrete floor in the front office area of the Property at the City's sole cost and expense. The City desires to engage PDF to provide construction management services in connection with the installation of the concrete floor.

FINANCIAL IMPLICATIONS:

PDF will oversee and manage the installation of a new concrete floor in the front office area of the Property for an amount not to exceed Seventy Thousand Dollars ($70,000,000) including PDF's management fee. City shall pay PDF three percent (3%) of the total costs of renovating the Property to be retained by PDF as payment in full of PDF's construction management fee.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council has three (3) options if it decides not to approve this ordinance:

1. Not to approve the Lockheed lease extension.
2. If Council agrees to the lease extension, it could decide not to install the new concrete floor at the City's expense.
3. If Council agrees to install the new concrete floor at City expense, Council could require that the City's Purchasing Department issue a request for bids for the project.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance
Poposed Construction Management Agreement

ORDINANCE NO. _____

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

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

SECTION 1.

The Construction Management Agreement ("Agreement"), dated September 26, 2022 between the City of Pueblo, a Colorado municipal corporation and the Pueblo Development Foundation, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

CONSTRUCTION MANAGEMENT AGREEMENT

THIS CONSTRUCTION MANAGEMENT AGREEMENT ("Agreement") is entered into effective September 26, 2022, between the City of Pueblo, a municipal corporation ("City") and Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF"). City and PDF are sometimes referred to herein as a "Party" and collectively, the "Parties." WITNESSETH:

WHEREAS, City is the owner of a building containing approximately 22,500 rentable square feet located 32501 Walt Bassett Ave., Pueblo, CO 81001 (the "Property"); and

WHEREAS, since approximately July 24, 2017, the Property has been leased to the Lockheed Martin Corporation, a Maryland Corporation ("Lockheed"); and

WHEREAS, the City is simultaneously entering into an Amendment No. 2 (of even date herewith) to the lease between the City and Lockheed for the Property which extends the term of the lease by two years but also requires the City to install a new concrete floor in the front office area of the Property ("renovation of the Property") at City's sole cost and expense; and

WHEREAS, City desires to engage PDF to provide construction management services in connection with the renovation of the Property; and

WHEREAS, City will reimburse PDF funds for the renovation of the Property and PDF is willing to oversee and manage such construction, on the condition that the City pay PDF an agreed upon management fee.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, City and PDF agree as follows:

Section 1. Renovation. PDF will oversee and manage the installation of a new concrete floor in the front office area of the Property for an amount not to exceed Seventy Thousand Dollars ($70,000.00) including PDF's management fee. Time is of the essence hereof. The Parties agree that renovation of the Property shall be completed on or before December 31, 2022.

Section 2. Requests for Payment. PDF shall file with City's Director of Finance written requests for payment certified to be true and correct by an officer of PDF or its representative that the amounts included in each request for payment have not been included in any prior request for payment and are for the actual cost of renovating the Property, identifying the construction work for which payment is sought has been completed. All City Funds disbursed directly to PDF shall be held in trust by PDF for the sole and only purpose of paying for renovation of the Property.

Section 3. Management Fee. City shall pay PDF three percent (3%) of the total costs of renovating the Property to be retained by PDF as payment in full of PDF's construction management fee.

Section 4. Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 6. Minor Changes. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreements, if any, as the Parties mutually consider necessary.

Section 7. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

Section 8. Venue and Waiver of Jury Trial. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each Party submits to the personal and subject matter jurisdiction of such District Court. To the full extent allowed by law, each Party waives its right to a jury trial.

Section 9. Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to City, addressed to:

Mayor
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Colorado 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003

(b) If to PDF, addressed to:

President
301 N. Main Street, Suite 210
Pueblo, CO 81003

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is effected or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

Section 10. Authority to Sign. The persons signing this Agreement in the name of and on behalf of PDF represent and warrant that they and PDF have the requisite power and authority to enter into, execute, and deliver this Agreement, and that this Agreement is a valid legally binding obligation of PDF enforceable against PDF in accordance with its terms. When executed by the City and PDF, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 11. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

Section 12. Drafters. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

Section 13. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

Section 14. Assignment. This Agreement shall be binding upon and inure to the benefit of City and PDF and their respective successors and assigns, provided PDF may not assign this Agreement or any of its rights hereunder without the prior written consent of City.

EXECUTED at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO,
a Colorado Municipal Corporation

By: _____
Nicholas A. Gradisar, Mayor

Attest: _____
City Clerk

Approved as to form:

_____
City Attorney

PUEBLO DEVELOPMENT FOUNDATION
a Colorado Non-profit Corporation

By: _____
Robert L. Root, President

Attest:_____
Secretary

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 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
Barb Huber, Fire Chief
Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $363,537 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TWO GOVERNMENTAL 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 $363,537.00 from project CI2113 American Rescue plan act for two (2) governmental services projects. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6

PREVIOUS COUNCIL ACTION:

On April 11, 2022, by Resolution No. 14854, City Council authorized the expenditure of $500,000.00 in ARPA Revenue Replacement / Government Services funds to purchase a fire pumper truck. Under this Resolution, the allocation for the purchase of a fire pumper truck is increased by $208,537.00 for a purchase price of $708,537.00.

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for governmental services. The City of Pueblo has calculated its lost revenue as a result of the COVID-19 pandemic to be $10,000,000.00. This Resolution funds two governmental services projects as follows:

Department	Description	Amount
Fire	Fire Pumper Truck	$ 208,537
Parks & Rec	Trash Truck	155,000
Total		$ 363,537

The City's Fire Chief is recommending that the City purchase a 2024 Spartan MetroStar 6-person, 4-door cab and chassis, triple combination, fire pumper from Mile-Hi Fire Apparatus, Inc., 10650 Irma Drive, Suite 17A, Northglenn, CO 80233.

The City's Director of Parks and Recreation is recommending that the City purchase a 6-yard rear loader, diesel-powered trash truck.

FINANCIAL IMPLICATIONS:

Funding for these projects will be paid out of Project CI2113 – American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could decide not to authorize payment for the two governmental service projects.

RECOMMENDATION:

Approval of this Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14999

A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $363,537 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TWO GOVERNMENTAL 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 Code of Federal Regulations ("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 governmental 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 $363,537.00 is hereby authorized from Project CI2113 – American Rescue plan for the following two governmental services projects.

Department	Description	Amount
Fire	Fire Pumper Truck	$ 208,537
Parks & Rec	Trash Truck	155,000
Total		$ 363,537

SECTION 2.

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 herein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED September 12, 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: September 12, 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 $1,540,988.36 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $154,098.84 FOR CONTINGENCIES, FOR PROJECT NO. 22-064 ASPHALT PAVING – PHASE 3 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Martin Marietta Materials, Inc., for Project No. 22-064 Asphalt Paving – Phase 3.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of milling and asphalt overlaying of streets and associated construction on West Abriendo Avenue between Cleveland Street and Union Avenue and East Abriendo Avenue between Union Avenue and Washington Street.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $1,695,087.20 will be paid from account CI2204 Street Rehabilitation Project.

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. 15000

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,540,988.36 TO MARTIN MARIETTA MATERIALS, INC. AND SETTING FORTH $154,098.84 FOR CONTINGENCIES, FOR PROJECT NO. 22-064 ASPHALT PAVING – PHASE 3 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-064 Asphalt Paving – Phase 3 have been received and examined; and

WHEREAS, the proposal of Martin Marietta Materials, Inc., was the only bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-064 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-064 Asphalt Paving – Phase 3 to be performed, and the contract for said project is hereby awarded to Martin Marietta Materials, Inc., in the amount of $1,540,988.36.

SECTION 2.

Funds for Project 22-064 shall be from Project No. CI2204 Street Rehabilitation Project.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$154,098.84

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 September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-064 Asphalt Paving - Phase 3					
Opening Date: August 30, 2022 Time: 10:00:00 AM					**Martin Marietta Materials, Inc.**
Item	**Description**	**Estimated Quantity**			
1	Asphalt Cold mill Planing ± 2 inches	64,074	SY	*Unit Price*	*3.00*
				Amount	192,222.00
2	Install HMA PG SX 64-28 Asphalt Overlay	7,050	Ton	*Unit Price*	*121.50*
				Amount	856,575.00
3	Remove Asphalt Parking Areas	7,014	SF	*Unit Price*	*3.15*
				Amount	22,094.10
4	Asphalt Paving (3-inches)	7,014	SF	*Unit Price*	*7.20*
				Amount	50,500.80
5	Adjust Sanitary Manholes to Finished Grade	10	EA	*Unit Price*	*2,181.00*
				Amount	21,810.00
6	Adjust Storm Manholes to Finished Grade	24	EA	*Unit Price*	*2,175.00*
				Amount	52,200.00
7	Adjust Water Valves to Finished Grade	50	EA	*Unit Price*	*332.00*
				Amount	16,600.00
8	Adjust Survey Boxes to Finished Grade	10	EA	*Unit Price*	*612.00*
				Amount	6,120.00
9	Vehicle Towing Allowance	10	EA	*Unit Price*	*88.25*
				Amount	882.50
10	Install Pavement Markings per City Plan (White) Epoxy	4,711	SF	*Unit Price*	*3.45*
				Amount	16,252.95
11	Install Pavement Markings per City Plan (Yellow) Epoxy	1,178	SF	*Unit Price*	*2.10*
				Amount	2,473.80
12	Install Thermoplastic Markings per City Plan (Arrows)	229	SF	*Unit Price*	*22.60*
				Amount	5,175.40
13	Install Thermoplastic Markings per City Plans (X-Walk)	2,320	SF	*Unit Price*	*12.95*
				Amount	30,044.00
14	Install Thermoplastic Markings per City Plans (Stop Bars)	668	SF	*Unit Price*	*13.00*
				Amount	8,684.00
15	Erosion and Sediment Control	1	LS	*Unit Price*	*5,885.00*
				Amount	5,885.00
16	Traffic Control	1	LS	*Unit Price*	*207,235.00*
				Amount	207,235.00
17	Mobilization	1	LS	*Unit Price*	*46,233.81*
				Amount	46,233.81
				Total Base Bid	**$1,540,988.36**
Bid Alternate No. 1					
18	Equipment Operator – Push/Pile Material at Monument Site	10	Day	*Unit Price*	975.00
				Amount	9750.00
				Total Bid Alternate No. 1	**$9,750.00**
Bid Alternate No. 2					
19	Install Class 6 Base Material (Place and Compact)	1	Ton	*Unit Price*	*334.00*
				Amount	334.00
20	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	SF	*Unit Price*	*27.15*
				Amount	13,575.00
				Total Bid Alternate No. 2	**$13,909.00**

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

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 12, 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 $1,032,873.79 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $103,287.38 FOR CONTINGENCIES, FOR PROJECT NO. 22-079 ASPHALT PAVING – PHASE 4 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Martin Marietta Materials, Inc., for Project No. 22-079 Asphalt Paving – Phase 4.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of milling and asphalt overlaying of the streets and associated construction on Ridge Drive between Eagleridge Boulevard and just north of Highway 50 and Alan Hamel Avenue from Santa Fe Avenue west approximately 400 feet.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $1,136,161.17 will be paid from account CI2204 Street Rehabilitation Project.

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. 15001

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,032,873.79 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $103,287.38 FOR CONTINGENCIES, FOR PROJECT NO. 22-079 ASPHALT PAVING – PHASE 4 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-079 Asphalt Paving – Phase 4 have been received and examined; and

WHEREAS, the proposal of Martin Marietta Materials, Inc., was the only bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-079 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-079 Asphalt Paving – Phase 4 to be performed, and the contract for said project is hereby awarded to Martin Marietta Materials, Inc., in the amount of $1,032,873.79.

SECTION 2.

Funds for Project 22-079 shall be from Project No. CI2204 Street Rehabilitation Project.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$103,287.38

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 September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-079 Asphalt Paving - Phase 4						
Opening Date: August 30, 2022 Time: 10:30:00 AM						Martin Marietta Materials, Inc.
Item		Description	Estimated Quantity			
Base Bid: Ridge Drive	1	Asphalt Cold mill Planing ± 2 inches	24,077	SY	*Unit Price*	*3.25*
					Amount	78,250.25
	2	Install HMA PG SX 64-28 Asphalt Overlay	2,650	Ton	*Unit Price*	*130.30*
					Amount	345,295.00
	3	Adjust Sanitary Manholes to Finished Grade	23	EA	*Unit Price*	*2,260.00*
					Amount	51,980.00
	4	Adjust Storm Manholes to Finished Grade	9	EA	*Unit Price*	*2,300.00*
					Amount	20,700.00
	5	Adjust Water Valves to Finished Grade	32	EA	*Unit Price*	*345.00*
					Amount	11,040.00
	6	Adjust Survey Boxes to Finished Grade	13	EA	*Unit Price*	*645.00*
					Amount	8,385.00
	7	Vehicle Towing Allowance	5	EA	*Unit Price*	*92.00*
					Amount	460.00
	8	Furnish/Install Pavement Markings per City Plan (White) Tape	2,929	SF	*Unit Price*	*17.25*
					Amount	50,525.25
	9	Install Pavement Markings per City Plan (Yellow) Tape	3,718	SF	*Unit Price*	*17.25*
					Amount	64,135.50
	10	Install Thermoplastic Markings per City Plan (Arrows)	27	SF	*Unit Price*	*32.60*
					Amount	880.20
	11	Erosion and Sediment Control	1	LS	*Unit Price*	*3,065.00*
					Amount	3,065.00
	12	Traffic Control	1	LS	*Unit Price*	*149,330.00*
					Amount	149,330.00
	13	Mobilization	1	LS	*Unit Price*	*36,587.00*
					Amount	36,587.00
Base Bid: Alan Hamel Avenue	14	Asphalt Cold mill Planing ± 2 inches	2,538	SY	*Unit Price*	*4.35*
					Amount	11,040.30
	15	Install HMA PG SX 64-28 Asphalt Overlay	279	Ton	*Unit Price*	*135.00*
					Amount	37,665.00
	16	Adjust Sanitary Manholes to Finished Grade	2	EA	*Unit Price*	*2,260.00*
					Amount	4,520.00
	17	Adjust Storm Manholes to Finished Grade	1	EA	*Unit Price*	*2,300.00*
					Amount	2,300.00
	18	Adjust Water Valves to Finished Grade	2	EA	*Unit Price*	*345.00*
					Amount	690.00
	19	Adjust Survey Boxes to Finished Grade	1	EA	*Unit Price*	*645.00*
					Amount	645.00
	20	Vehicle Towing Allowance	1	EA	*Unit Price*	*92.00*
					Amount	92.00
	21	Install Pavement Markings per City Plan (White) Epoxy	929	SF	*Unit Price*	*2.25*
					Amount	2,090.25
	22	Install Pavement Markings per City Plan (Yellow) Epoxy	273	SF	*Unit Price*	*2.25*
					Amount	614.25
	23	Install Thermoplastic Markings per City Plan (Arrows)	27	SF	*Unit Price*	*32.60*
					Amount	880.20
	24	Install Thermoplastic Markings per City Plan (Sharrow)	56	SF	*Unit Price*	*32.60*
					Amount	1,825.60
	25	Erosion and Sediment Control	1	LS	*Unit Price*	*3,065.00*
					Amount	3,065.00
	26	Traffic Control	1	LS	*Unit Price*	*21,555.00*
					Amount	21,555.00
	27	Mobilization	1	LS	*Unit Price*	*125,257.99*
					Amount	125,257.99
					Total Base Bid	**$1,032,873.79**

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

Bid: 22-079 Asphalt Paving - Phase 4					**Martin Marietta Materials, Inc.**
Opening Date: August 30, 2022 Time: 10:30:00 AM					
Item	**Description**	**Estimated Quantity**			
Bid Alternate No. 1					
28	Equipment Operator – Push/Pile Material at Monument Site	5	Day	*Unit Price*	2,000.00
				Amount	10,000.00
				Total Bid Alternate No. 1	**$10,000.00**
Bid Alternate No. 2					
29	Install Class 6 Base Material (Place and Compact	1	Ton	*Unit Price*	*350.00*
				Amount	350.00
30	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	SF	*Unit Price*	*28.50*
				Amount	14,250.00
31	Asphalt Paving (3-inches)	500	SF	*Unit Price*	*7.00*
				Amount	3,500.00
				Total Bid Alternate No. 2	**$18,100.00**

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Dennis Flores

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT CORP IN THE AMOUNT OF $750 TO SUPPORT THE 15TH ANNUAL LIFETIME ACHIEVEMENT AWARD CEREMONY

SUMMARY:

Attached for consideration is a request for support of a table during the Latino Chamber Foundation's 15th Annual Lifetime Achievement Award Ceremony at the CSU-Pueblo Occhiato Ballroom on September 9, 2022.

PREVIOUS COUNCIL ACTION:

City Council sponsored this event for $500 in 2019.

BACKGROUND:

City Council Member Dennis Flores is requesting $750 in support of the Latino Chamber Foundation's 15th Annual Lifetime Achievement Award Ceremony. The 2022 Latino Lifetime Achievement Award recipient is Mr. Jeff Valdez. Jeff is a Pueblo native and quickly became an inspiring and influential movie producer by earning various prestigious movie awards. Jeff's vision of wanting Latinos represented in television and media not only paved the way for past movie stars but also future movie stars throughout the Latino community. The 15th Annual Latino Lifetime Achievement Award Ceremony will include a night of celebration, networking, giveaways, and a vision to move forward.

FINANCIAL IMPLICATIONS:

Funds in the amount of $750 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to Latino Chamber Development Corp.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

Attachments:
Proposed Resolution
Sponsorship Request Letter
Council Contingencies spreadsheet

RESOLUTION NO. 15002

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT CORP IN THE AMOUNT OF $750 TO SUPPORT THE 15TH ANNUAL LIFETIME ACHIEVEMENT AWARD CEREMONY

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

SECTION 1.

Payment in the amount of $750 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Latino Chamber Development Corp for the Lifetime Achievement Award Ceremony.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		$ 500.00		$ 86,460.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		$ 5,000.00		$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		$ 2,000.00		$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		$ 500.00		$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		$ 700.00		$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		$ 500.00		$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		$ 15,000.00		$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		$ 1,500.00		$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event		$ 9,000.00		$ 50,760.30
6/13/22	2022 Leadership Pueblo Project		$ 300.00		$ 50,460.30
6/27/22	Pueblo Symphony Season Support		$ 294.32		$ 50,165.98
7/25/22	Assistance League Holiday Event		$ 1,000.00		$ 49,165.98
7/25/22	United Way / SoCoYoGo App		$ 2,500.00		$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		$ 500.00		$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony		$ 500.00		$ 45,665.98
8/22/22	Ybarra's Boxing Showcase		$ 1,500.00		$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table		$ 750.00		$ 43,415.98
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Latino Chamber of Commerce of Pueblo, Inc.

Latino Chamber Foundation

The Latino Chamber Foundation and the Latino Chamber of Commerce are excited to host the 15th Annual Latino Lifetime Achievement Award Ceremony! The Ceremony will be held in the Occhiato Ballroom on the CSU-Pueblo campus on Friday, September 9th, 2022 at 6:00pm. The Latino Lifetime Achievement Award intends to exemplify and honor individuals who have exhibited continuous and selfless contributions to the Hispanic community of Pueblo in any one or more of the following areas: business, education, government, humanitarian, non-profit, philanthropic, politics, and social. The recognition also depicts the progress predicated on vision, dedication, hard work, and courage.

The 2022 Latino Lifetime Achievement Award recipient is **Mr. Jeff Valdez**. Jeff is a Pueblo native and quickly became an inspiring and influential movie producer by earning various prestigious movie awards. Jeff's vision of wanting Latinos represented in television and media not only paved the way for past movie stars but also future movie stars throughout the Latino community. The 15th Annual Latino Lifetime Achievement Award Ceremony will include a night of celebration, networking, giveaways, and a vision to move forward.

PRESTIGE | $3,000

- (1) Reserved corporate table – 10 seats
- Up to a minute commercial video played during the event (provided by sponsor)
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Prestige Sponsor
- Sponsor banner displayed in the ballroom during the event
- Sponsor's promotional items placed on tables
- Sponsor name/logo featured on Latino Chamber's website and newsletter

DISTINGUISHED | $2,000

- (1) Reserved corporate table – 10 seats
- Up to a minute commercial video played during the event (provided by sponsor)
- Half-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Distinguished Sponsor
- Sponsor's banner displayed in the ballroom during the event

HONORARY | $1,000

- (1) Reserved corporate table – 10 seats
- Half-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Honorary Sponsor

TRIBUTE TABLE | $750

- (1) Reserved corporate table – 10 seats
- Table name featured in the presentation & on table tents

INDIVIDUAL TICKETS | $75

15th Annual Latino Lifetime Achievement Award Ceremony

Date & Time: Friday, September 9, 2022 | 6PM - 9PM

Attire: Black Tie Optional or Cocktail Attire

Location: CSU-Pueblo Occhiato Ballroom

Tickets can be purchased online or by calling the Latino Chamber office at 719-542-5513





City Clerk's Office Item # Q-5

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council President Heather Graham

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER IN THE AMOUNT OF $2,500 TO SUPPORT THE PUEBLO CHILE BALLOON FIESTA

SUMMARY:

Attached for consideration is a request for support of the 2nd Annual Pueblo Chile Balloon Fiesta from September 23-25, 2022.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Heather Graham is requesting $2,500 in support of the 2nd Annual Pueblo Chile Balloon Fiesta from September 23-25, 2022. The Pueblo Chile Festival has become a flagship event for the City of Pueblo. The recently added Balloon Fiesta sees hot air balloons fly in the early morning, 7 am - 9 am, creating a longer and greater experience for the locals and out-of-town visitors. The balloon fiesta also draws a different crowd that might not attend the event otherwise. Over 150,000 people attend the Chile & Frijole Festival over the 3 days which spans 10 city blocks. Mayor Gradisar will use his contingencies to match this sponsorship for a total of $5,000.

FINANCIAL IMPLICATIONS:

Funds in the amount of $2,500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo Chamber.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council President Heather Graham.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request Letter

RESOLUTION NO. 15003

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER IN THE AMOUNT OF $2,500 TO SUPPORT THE PUEBLO CHILE BALLOON FIESTA

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

SECTION 1.

Payment in the amount of $2,500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo Chamber for the 2nd Annual Pueblo Chile Balloon Fiesta.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED September 12, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		$ 500.00		$ 86,460.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		$ 5,000.00		$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		$ 2,000.00		$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		$ 500.00		$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		$ 700.00		$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		$ 500.00		$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		$ 15,000.00		$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		$ 1,500.00		$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event		$ 9,000.00		$ 50,760.30
6/13/22	2022 Leadership Pueblo Project		$ 300.00		$ 50,460.30
6/27/22	Pueblo Symphony Season Support		$ 294.32		$ 50,165.98
7/25/22	Assistance League Holiday Event		$ 1,000.00		$ 49,165.98
7/25/22	United Way / SoCoYoGo App		$ 2,500.00		$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		$ 500.00		$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony		$ 500.00		$ 45,665.98
8/22/22	Ybarra's Boxing Showcase		$ 1,500.00		$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table		$ 750.00		$ 43,415.98
9/12/22	Pueblo Chil Balloon Fiesta		$ 2,500.00		$ 40,915.98
					$ 40,915.98
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					$ 40,915.98
					$ 40,915.98

August 10, 2022

City of Pueblo Mayors Office
Mayor Nick Gradisar,
President Heather Graham;

Re: Sponsorship of the Colorado High Balloon for the 2nd Annual Pueblo Chili Festival Balloon Festa.

The Pueblo Chili Festival has become such a flagship event for the city of Pueblo. We've recently added a Balloon Festa to simulate this great event even further. Balloons fly in the early morning, 7am-9am, so this will create a longer & greater experience for the locals and out of town visitors. The balloon festa will also help draw a different crowd that might not attend the event. We believe this will give people something to do earlier in the day & stay longer, increasing the tourism income to the city & community with sales tax revenues; a win-win for all! Over 150,000 people attend the Chili & Frijole Festival over the 3 days which spans over 10 city blocks.

We are looking to bring in strategic sponsorships for a few specific balloons for this years Balloon Festa. The Colorado High Balloon not only is the Colorado State Flag, it has also been associated with Pueblo since 1974. It would be fitting to have the Pueblo City Logo on the basket with the state flag flying above.

We are respectively requesting a $5,000 sponsorship to help the costs of bringing the balloon event to Pueblo.

Thank you for your consideration and support for this undertaking!

Bret Verna
719-250-3000
cbeyond@live.com

2nd Annual Pueblo Chili Balloon Festa
September 23 – 25th, 2022
24th & High St

All events are weather and wind permitting.

Friday, September 23rd 7:30 pm

Set-Up and preparations of Chili Ristra Balloon to Glow on the Riverwalk. Come see this 128' tall giant special shape hot air balloon inflate on the riverwalk and glow on the grassy knoll across from Brues Alehouse. Of course this is all weather permitting with especially gentle breezes.

Saturday, September 24

6:45 am - Balloon inflation and launch from 24th & High Street. Come watch over 10 hot air balloons inflate and launch from the fields just east of the Langoni Soccer Fields. Don't miss the coffee and treats available at the food trucks. The balloons will launch and fly where the winds take them over Pueblo.

7:00 am Chili Ristra balloon inflation. Come over and talk to the pilot.

Chili & Frijoles Festival!!

7:30 pm - Chili Ristra Balloon Glow on the Riverwalk. If you missed it the first night, you have one more chance to see this giant special shape balloon inflate on the riverwalk on the grassy knoll across from Brues Alehouse.

Sunday, September 25

6:45 am - Balloon inflation and launch from 24th & High Street. Come watch over 10 hot air balloons inflate and launch from the fields just east of the Langoni Soccer Fields. Don't miss the coffee and treats available at the food trucks. The balloons will launch and fly where the winds take them over Pueblo.

All of the flights are subject to weather and wind conditions. We need calm weather without storms & wind to fly. All balloon events are free and open to the public. Schedule subject to change.

PUEBLO CHILE & FRIJOLES FESTIVAL

September 23-25th, 2022
2nd ANNUAL PUEBLO CHILE BALLOON FESTA
SPONSORSHIP LEVELS

$1,250 Level (only 3 left available)

Hot air balloon ride for 2 people (weather permitting)
Balloon Basket Banner (Sponsor Name)
Advertising in Balloon Fest printed program & online publications
Company Logo (small size) on Balloon Festa banners at main gates of the Chile Festival
Friday night meet & greet with the balloon pilots & crew
Saturday after flight tail-gate
Pueblo Chile Balloon Festa t-shirts

$2,500 Level (only 1 left available)

Hot air balloon ride for 3 people (weather permitting)
Balloon Basket Banner (Sponsor Name)
Advertising in Balloon Festa printed program & online publications
Company Logo (med size) on Balloon Festa banners at main gates of the Chile Festival
Friday night meet & greet with the balloon pilots & crew
Saturday after flight tail-gate
Pueblo Chile Balloon Festa t-shirts & Pueblo Chile & Frijole Festival t-shirts
Digital, Social Media, Radio and Print Advertising
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

$5,000 Level (only 1 left available)

Hot air balloon ride for 4 people (weather permitting)
Balloon Basket Banner (Sponsor Name)
Advertising in Balloon Festa printed program & online publications
Company Logo (large size) on Balloon Festa banners at the gates of the Chile Festival
Friday night meet & greet with the balloon pilots & crew
Saturday after flight tail-gate
Pueblo Chile Balloon Festa t-shirts & Pueblo Chile & Frijole Festival t-shirts
Digital, Social Media, Radio and Print Advertising
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

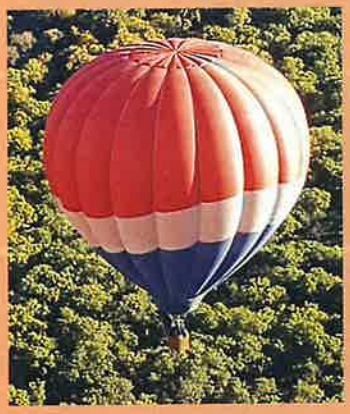
2022 Pueblo Chile Balloon Festival



Ed Smith – Hot Air Therapy
Pueblo West, CO



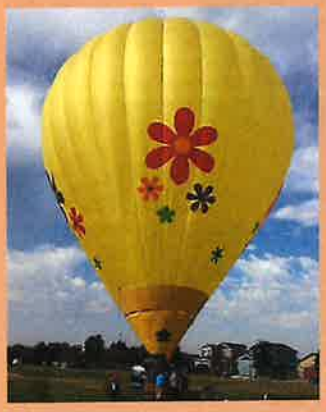
Cory Tagtow – Marvin Martain
Colorado Springs, CO



Lu Toxvard – PEPSIWON
Beulah Valley, CO



Greg Wellens – Adventures Out West
Colorado Springs, CO



Shannon White – Mountain Breeze
Loveland, CO

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Vicente Martinez Ortega

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE SONG OF PUEBLO IN THE AMOUNT OF $3,000 TO SUPPORT THE SONG OF PUEBLO PERFORMANCE

SUMMARY:

Attached for consideration is a request for support of the Song of Pueblo performance for all Pueblo City Schools third graders which will take place at the Sangre de Cristo Arts Center Theater on Wednesday, September 21, 2022.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Vicente Martinez Ortega is requesting $3,000 in support of a Song of Pueblo performance on September 21, 2022. The funds will cover the cost of the seven performers, rehearsals, and the venue. Together with Ms. Smith from Pueblo City Schools, transportation has been arranged for students to attend the concert. This educational partnership enhances student learning and performance art.

FINANCIAL IMPLICATIONS:

Funds in the amount of $3,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Song of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council Member Vicente Martinez Ortega.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request Letter

RESOLUTION NO. 15004

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE SONG OF PUEBLO IN THE AMOUNT OF $3,000 TO SUPPORT THE SONG OF PUEBLO PERFORMANCE

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

SECTION 1.

Payment in the amount of $3,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Song of Pueblo for its September 21, 2022 performance for Pueblo City School students.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED September 12, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		$ 500.00		$ 86,460.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		$ 5,000.00		$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		$ 2,000.00		$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		$ 500.00		$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		$ 700.00		$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		$ 500.00		$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		$ 15,000.00		$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		$ 1,500.00		$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event		$ 9,000.00		$ 50,760.30
6/13/22	2022 Leadership Pueblo Project		$ 300.00		$ 50,460.30
6/27/22	Pueblo Symphony Season Support		$ 294.32		$ 50,165.98
7/25/22	Assistance League Holiday Event		$ 1,000.00		$ 49,165.98
7/25/22	United Way / SoCoYoGo App		$ 2,500.00		$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		$ 500.00		$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony		$ 500.00		$ 45,665.98
8/22/22	Ybarra's Boxing Showcase		$ 1,500.00		$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table		$ 750.00		$ 43,415.98
9/12/22	Pueblo Chil Balloon Fiesta		$ 2,500.00		$ 40,915.98
9/12/22	Song of Pueblo		$ 3,000.00		$ 37,915.98
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					$ 37,915.98
					$ 37,915.98

August 16, 2022

Councilman Martinez-Ortega
1 City Hall Place
Pueblo, CO 81003

Dear Councilman Martinez-Ortega:

I am requesting $3,000 to cover the cost of a Song of Pueblo Concert, for all District-60 third graders. Song of Pueblo is a nonprofit multi-media performance that teaches audiences the history of pueblo and the region. The concert will take this September 21st at the Sangre de Cristo Art Center.

The funds will cover the cost of the seven performers, rehearsals and the venue. I work with Cynthia Smith, to organize the event. Ms. Smith is the Director of Fine Arts and Specialist for gifted and Talented Students. She coordinates the logistics and all school/teacher and district communications. The district covers the cost of transporting the students to the art center.

This educational partnership not only enhances student learning and the performing arts it supports Pueblo's art center. Thank you so much for your time and consideration.

Sincerely,
Deborah Espinosa
Producer, Song of Pueblo
songofpueblo.org (EIN#84-2204635)

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: September 12, 2022

TO: Council President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Sarah Martinez

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO DISTRICT 60 EDUCATION FOUNDATION IN THE AMOUNT OF $1,000 TO SUPPORT CORNHOLE AT THE DUTCH, A FUNDRAISER

SUMMARY:

Attached for consideration is a request for support of the Cornhole at the Dutch fundraiser for the Pueblo District 60 Education Foundation which will take place on Saturday, October 1, 2022.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 for the Cornhole at the Dutch fundraiser for the Pueblo District 60 Education Foundation which will take place on Saturday, October 1, 2022. The Pueblo School District 60 Education Foundation, Inc. is dedicated to enriching the educational experience of scholars by providing teachers with the financial support needed to bring innovative and productive educational concepts to fruition.

FINANCIAL IMPLICATIONS:

Funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo District 60 Education Foundation.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request Letter

RESOLUTION NO. 15005

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO DISTRICT 60 EDUCATION FOUNDATION IN THE AMOUNT OF $1,000 TO SUPPORT CORNHOLE AT THE DUTCH, A FUNDRAISER

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

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo District 60 Education Foundation for its October 1st fundraiser called Cornhole at the Dutch.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		$ 500.00		$ 86,460.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		$ 5,000.00		$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		$ 2,000.00		$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		$ 500.00		$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		$ 700.00		$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		$ 500.00		$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		$ 15,000.00		$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		$ 1,500.00		$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event		$ 9,000.00		$ 50,760.30
6/13/22	2022 Leadership Pueblo Project		$ 300.00		$ 50,460.30
6/27/22	Pueblo Symphony Season Support		$ 294.32		$ 50,165.98
7/25/22	Assistance League Holiday Event		$ 1,000.00		$ 49,165.98
7/25/22	United Way / SoCoYoGo App		$ 2,500.00		$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		$ 500.00		$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony		$ 500.00		$ 45,665.98
8/22/22	Ybarra's Boxing Showcase		$ 1,500.00		$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table		$ 750.00		$ 43,415.98
9/12/22	Pueblo Chil Balloon Fiesta		$ 2,500.00		$ 40,915.98
9/12/22	Song of Pueblo		$ 3,000.00		$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch		$ 1,000.00		$ 36,915.98
					$ 36,915.98
					$ 36,915.98
					$ 36,915.98
					$ 36,915.98
					$ 36,915.98
					$ 36,915.98

60 EDUCATION FOUNDATION
SUPPORTING EDUCATORS-BUILDING FUTURES

315 W. 11th Street / Pueblo, CO 81003
Office (719) 549-7178 / Fax 549-7112

Greetings,

Through investment and support from community partners and benefactors, the Pueblo School District 60 Education Foundation, Inc. is dedicated to enriching the educational experience of our scholars by providing teachers with the financial support needed to bring innovative and productive educational concepts to fruition.

By the end of the fall semester, the Foundation will award $10,000 in teacher grants -- available to any educator in the District – to secure items not provided by the individual school or District that are needed to support the applicant's innovative and creative educational idea.

Grants typically range from $500 to $1,500.

Additionally, the Foundation is committed to supporting all District staff and serves as a vehicle to award scholarships to deserving scholars.

As a fundraiser for the Foundation and to support its community-enriching work, the ***Cornhole at the Dutch***, a cornhole tournament will be staged at Dutch Clark Stadium on Saturday, October 1.

In both competitive and advanced divisions, first-, second-and third-place finishers will be rewarded with prizes. Your financial support and sponsorship will ensure that this event will be fun and engaging for participants as well as enriching for the Foundation.

Throughout the year, the Foundation is a host to a number of high-profile annual events, including the salute to veterans and active duty military known as Pride and Patriotism and the Peace Summit, which is designed to increase solidarity and inclusiveness.

In February 2023, the Foundation will host a Friends of the Foundation breakfast to express appreciation and gratitude for its supporters and advocates.

At these and all events the Foundation hosts or is involved with as a partner, all sponsors will be recognized and acknowledged for their generosity.

There are three different levels of Foundation sponsorship available.

- **Platinum ($5,000):** This level offers the great opportunity to be personally featured –- and your business promoted -- on the Jumbotron screen during the Cornhole Tournament with live interview opportunities and yard signs on the field. On all digital and printed advertisements for the Foundation, your support will be acknowledged, with the additional benefit of recognition with unique posts on Facebook, Twitter and Instagram. Additionally, you will have the opportunity to set up a vendor booth at both the Tournament and at the Friends of the Foundation Breakfast.
- **Gold ($2,500):** Company recognition on the Jumbotron during the Cornhole Tournament with yard signs on the field. This along with acknowledgement on all digital and printed advertisements for the Foundation; recognition on Facebook, Twitter and Instagram. Additionally, you will be acknowledged as a sponsor at both the Tournament and at the Friends of the Foundation Breakfast.
- **Silver ($1,000):** Company recognition on the Jumbotron during the Cornhole Tournament, along with acknowledgement on all digital and printed advertisements for the Foundation; recognition on Facebook. Additionally, you will be acknowledged as a sponsor at both the Tournament and at the Friends of the Foundation Breakfast.
- **Bronze ($500):** Acknowledgement on all digital and printed advertisements for the Foundation; recognition on Facebook, Twitter and Instagram; logo and link added to the Education Foundation website.

We hope that you will see that by supporting education, you are playing an important role in enriching and improving the overall quality of life throughout the community.

Dr. Henry Roman
President, D60 Education Foundation

Charlotte Macaluso
Superintendent, Pueblo School District 60

City Clerk's Office Item # R-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. 10263

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 August 8, 2022 .

Final adoption of Ordinance by City Council on September 12, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on September 19, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
AECOM TECHNICAL SERVICES, INC.

THIS AGREEMENT ("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, (hereinafter "Engineer"), a professional engineering firm 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 - West 29th Drainage Improvements, 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 – Referred to as Tasks 1 through 2 in Schedule 1

[X] - Preliminary Design (Schematic) Phase – Referred to as Task 3 in Schedule 1

[X] - Final Design Phase – Referred to as Task 4 in Schedule 1

[ ] - 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 incidental 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 subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this 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 perform the following unless otherwise stated in Schedule 1:

(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 perform the following unless otherwise stated in Schedule 1:

(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 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 perform the following unless otherwise stated in Schedule 1:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Engineer **shall**

include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.

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

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

(d) Based upon Engineer's 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 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 perform the following unless otherwise stated in Schedule 1:

(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.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contractor for construction of the Project, Engineer shall perform the following unless otherwise stated in Schedule 1:

(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 it has inspected the Project and that to the best of its 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 its written objections thereto with the Engineer 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 subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of Owner's approval or acquiescence to same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its 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, Owner and Engineer shall update the Project Timeline (attached as Schedule 4) and Owner shall issue authorization to commence work. The Project Timeline 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 its 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 its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from 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 its 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.

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 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 $158,846.98 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in 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 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 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 mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 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, 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.

6.2 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 the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.3 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 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 limited to the lesser of: (a) the reasonable value of completed work to Owner, 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 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 it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph 8.2(b) below.

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

(i) Workers' Compensation Insurance complying with statutory requirements in

Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Owner.

(ii) Commercial General Liability Insurance. The Engineer shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Engineer with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. 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, 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 Engineer shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. 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 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.

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 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 are null and void. Notwithstanding the foregoing, the terms of Bid 21-071 Stormwater Department Engineer of Record are hereby incorporated herein, and Engineer agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 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 it 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 an incidental beneficiary only.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both 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 curt 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 2.6, 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 work 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 or State Funded Agreements. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal or state 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 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 its 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 13 pages.
Schedule 2 - "Fee Schedule" consisting of 1 page.
Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 38 pages.
Schedule 4 – "Project Timeline" 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 its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

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

Engineer certifies that it 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 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 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.

(Continue to next page for signature section.)

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]

AECOM TECHNICAL SERVICES, INC.

By_____
Ryan Weaver, Vice President

BALANCE OF APPROPRIATION EXISTS FOR THIS AGREEMENT 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 - Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 4 – Project Timeline

West 29th Drainage Improvements Scope of Work

7/11/2022

Project Summary

The W. 29th Drainage Improvements project is located in the northwest portion of the City of Pueblo. Specifically, along W. 29th Street from Adrian Avenue to Franklin Avenue. The goal of this project is to alleviate flooding problems in the residential neighborhood areas along W. 29th Street. This project was previously studied, and design plans were produced in 2012. AECOM will take the 2012 design and revise the cost estimate for 2022 prices, along with evaluate plastic storm pipe as an alternative pipe material to RCP. No other design changes are included within this contract.

Project Management and Data Collection Task Descriptions

This section describes the management tasks for the project. The project duration is anticipated to be six months. It is anticipated that twelve meetings with the City will occur over the duration of the project.

Task 1 – Project Management:

AECOM will perform the following:

1. Initial Project Meetings. The team will conduct an internal project kick-off meeting in accordance with our quality management requirements.
2. Project Management. AECOM will coordinate the work tasks being accomplished by the AECOM Project Team with the City of Pueblo.
3. Monthly Invoices
4. Bi-weekly Progress Meetings with City.
5. Bi-weekly team meetings with the AECOM team.

Task 2 – Subsurface Utilities:

Subsurface utilities will be completed by Sam,LLC. Refer to attachments for detailed scope.

Task 3 – 90% Design

AECOM will update the 2012 cost estimate to 2022 unit prices.

1. AECOM will provide a cost estimate using Corrugated Plastic Pipe (CPP) instead of RCP for construction material cost savings. If this is a viable solution AECOM will update the drainage plans and cost estimate.

Deliverables:
Updates to sheets will be clouded. It is anticipated that the pipe material type will be the only item updated. AECOM will provide a note on each plansheet documenting the design completed by AECOM and by others. AECOM will only stamp the plan and profile sheets for the revised pipe material. AECOM will not stamp plans for the design completed by others.

1. Coversheet Notes will be revised to include updated notes from the City.(2 Sheets)

2. 90% Plan and Profile (include removals, replacement, utilities, drainage) (12 Sheets)
3. 90% Erosion and Sediment Control Plans (initial, interim and final) (4 Sheets)
4. 90% Details (3)
5. 90% Traffic Striping Plans (3)
6. 90% Drainage Memo, with 2012 Drainage Report attached for reference
7. 90% Quantities and Cost Estimate
8. 90% Specifications

Task 4– 100% Design

AECOM will incorporate comments from the City and progress the 90% to 100%. It is assumed that review comments at 90% are minor and will not require significant re-design to advance to 100%. Updates to sheets will be clouded. It is anticipated that the pipe material type will be the only item updated. AECOM will provide a note on each plansheet documenting the design completed by AECOM and by others. AECOM will only stamp the plan and profile sheets for the revised pipe material. AECOM will not stamp plans for the design completed by others.

Deliverables:

1. Coversheet Notes (2 Sheets)
2. 100% Plan and Profile (include removals, replacement, utilities, drainage) (12 Sheets)
3. 100% Erosion and Sediment Control Plans (initial, interim and final) (4 Sheets)
4. 100% Details (3)
5. 100% Traffic Striping Plans (3)
6. 100% Drainage Report
7. 100% Quantities and Cost Estimate
8. 100% Specifications

Assumptions & Exclusions:

Assumptions:

The following are assumption are made in the development of this scope of work.

1. No Survey or ROW will be completed as part of this project. AECOM will reference the 2012 survey completed by others. Pueblo will survey points within the project, AECOM will compare to the previous survey.AECOMwill evaluate the use of plastic pipe as a pipe material alternative. AECOM will update the cost estimate to reflect 2022 construction unit prices.
2. No water quality design will be required.
3. Design criteria will remain the same as 2012.
4. AECOM will stamp the storm plan and profile sheets but will be limited to the analysis of pipe material. AECOM is not responsible for the H&H design, roadway, or traffic design.

Exclusions:

1. The following are not included in this scope and their inclusion is subject to a change in scope, schedule and/or fee: No roadway and ADA design is included in this scope. The roadway, curb and gutter, driveways, sidewalk (if impacted) will be replaced in kind. All roadway design will remain the same as the 2012 design.

2. No proposed pond design.
3. No Geotechnical design. The City of Pueblo will provide pavement design to AECOM.
4. No structural design is included. Standard details are assumed for all structures.
5. No channel design work will be completed at the storm outfall.
6. No ROW Plans are included in the scope of this work.
7. No Utility coordination will be required. The city will coordinate all Utility relocations.
8. Public meetings or any communication with the public
9. No ROW or adjacent property lines will be established between ownerships.
10. No permission to enter private property.
11. No additional ROW or Easements will be required for this project.
12. All other engineering services not identified in this scope of work are excluded, including but not limited to traffic operational analysis, value engineering studies, traffic studies, traffic counts or turn arrow warrant studies, timing studies, pedestrian/architectural lighting, landscaping.

Via Email:laura.kindt@aecom.com

April 22, 2022

Ms. Laura Kindt, PE
Project Manager
AECOM
7595 Technology Way
Denver, CO 80237

RE: W. 29th St. Drainage Improvements
Pueblo, CO
SAM, LLC Proposal No.: 1022070193

Ms. Kindt:

Surveying And Mapping, LLC (SAM) is pleased to provide this proposal for Subsurface Utility Engineering (SUE) services to AECOM for the W. 29th St. Drainage Improvements project in Pueblo, Colorado. This proposal has been prepared based on your e-mail dated April 20, 2022.

Should AECOM choose to engage SAM to provide the services described herein, please issue a task order as SAM intends to perform the work under the terms of our Master Service Agreement currently in place.

Once again, thank you very much for the opportunity to serve you on this important project. If you have any questions or require additional information, please contact me.

Sincerely,

Timothy Sullivan, PE, PMP
Project Manager

Surveying And Mapping, LLC
555 Zang Street
Suite 210
Lakewood, CO 80228

PROJECT OVERVIEW

SAM will perform Quality Level-B SUE services following the route delineated in red from curb to curb, as indicated in Exhibit A. After the client has identified the test hole locations, SAM will return to the project site to perform Quality Level-A SUE services. All work will be performed in accordance with CI/ASCE 38-02, Colorado Revised Statutes 2018 Title 9, Article 1.5, and the attached Scope of Work.

EXHIBIT A



SUBSURFACE UTILITY ENGINEERING SERVICES

DEFINITIONS*

Subsurface Utility Engineering (SUE):
A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to certain parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

Utility Quality Level:
A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional. Each of the four existing utility data quality levels is established by different methods of data collection and interpretation.

Utility Quality Level A (QL-A):
Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location as well as other utility attributes are shown on plan documents. Accuracy is typically set at 0.05' vertical, and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.

Utility Quality Level B (QL-B):
Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. QL-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Utility Quality Level C (QL-C):
Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-D information.

Utility Quality Level D (QL-D):
Information derived from existing records or oral recollections.

** CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*

QL-B MAPPING SCOPE OF WORK

- The limits of our QL-B investigations will be as delineated in red in Exhibit "A" provided by the Client.
- SAM will collect utility records and identify utility owners along the proposed alignment.
- SAM will employ surface geophysical equipment to attempt to map utilities at locations selected by the Client.
- Provide all equipment, personnel, and supplies required for performing utility mapping services. SAM shall determine which equipment, personnel, and supplies are required.
- Conduct an appropriate investigation of the site conditions.
- Attempt to identify and map the underground utilities located within the proposed alignment.
- Gravity storm and sanitary systems will be mapped to the first structure located outside of our project limits, when possible.
- Conduct electronic sweeps within the project limits in order to identify utilities and other "unknown" linear conductors not represented in the information provided by utility owners.
- Mark utilities and "unknown" linear conductors using paint, flagging, staking, etc.
- Survey the horizontal position of marked utilities, "unknown" linear conductors and related structures.
- Collect vertical data (rim and invert elevations) from structures associated with gravity storm and sanitary systems, when accessible.
- Analyze and correlate mapping and invert data to utility records and related information. Resolve any conflicts through supplemental field investigations and/or the depiction of facilities at their record locations, when possible.

QL-B MAPPING DELIVERABLES

- Provide a digital AutoCAD Civil 3D file depicting the horizontal positions of underground utilities and related structures within our project limits.
- Utilities mapped will be clearly differentiated by line style and/or text labels from those depicted according to their record locations.
- The sizes and type (function) of mapped utilities will be clearly indicated by line style and/or text labels, when known.
- Utilities lines and associated structures will be color coded according to American Public Works Association standards.
- Rim and invert elevations for all accessible gravity storm and sanitary structures and associated piping will be provided in the form of text labels.
- SAM will provide a utility owner contact list including when available, company or agency names, addresses, phone numbers and e-mail addresses for individual contacts.
- SAM will provide signed and sealed (by a Colorado Licensed Professional Engineer) drawings in .pdf format. These drawings will include the utility information delivered in the CAD file, depicted against a Civil 3D aerial background.

QL-A SCOPE OF WORK

- Excavate up to **forty-two (42)** test holes to match what was done in 2012 per the client's request.
- Collect QL-A data at locations, which will be selected by the Client
- Provide all equipment, personnel and supplies required to perform its QL-A services. SAM shall determine which equipment, personnel and supplies are required to perform such services.

QL-A SCOPE OF WORK (Cont.)

- Obtain necessary permits from city, county or other municipal jurisdictions to allow SAM to work in existing Right-of-Ways, easements, etc.
- Comply with applicable utility damage prevention laws and coordinate with utility company representatives, as required.
- Conduct an appropriate investigation of the site conditions.
- Sweep proposed conflicts with appropriate surface geophysical equipment and perform surveying procedures as necessary to identify test hole locations in the field.
- Revise test hole locations as may be necessary to expose the target utilities.
- Excavate test holes to expose target utilities in such a manner as to maintain the safety of the excavations and the integrity of the target utilities. Vacuum excavation equipment is employed as the preferred and primary method of excavation. However, hand digging and other methods may be employed as necessary to supplement vacuum excavation.
- In paved areas, neatly cut and remove existing pavement. Paving cuts will typically not exceed 144 square inches or 12" in diameter.
- Expose target utilities to the extent required for QL-A data collection purposes. Notify the Client whenever existing conditions limit or prevent full exposure and/or complete data collection.
- Measure, evaluate and record as existing conditions allow a) the material type or composition of exposed utilities, b) the elevation of the top of piped utilities, conduits, casings, etc., c) the outside diameter of piped utilities, conduits, casings, etc., under 18" I.D. d) the elevation of the top and bottom of encasements, ducts and non-encased, multi-conduit configurations, e) the width of encasements, ducts and non-encased, multi-conduit configurations and f) the elevation of a recoverable mark or marker, set/installed at existing grade over the primary target utility.
- The sizes of all storm drain piping will be reported as an I.D. measurement.
- Elevations reported by SAM shall maintain vertical tolerances of +/- 0.1' based upon the values for the vertical control as provided by the Client.
- Survey the horizontal position of the recoverable mark or marker, set/installed at existing grade over the primary target utility at each test hole.
- Obtain "down hole" images of exposed utilities and "perspective" images or the test hole locations.
- Unless required by the utility owner, permits, etc. test holes will be backfilled with the spoils removed from the excavations. Test hole excavations will be backfilled and compacted in lifts. Compaction will be achieved as nearly as possible to pre-existing conditions or as required by permit.
- Provide restoration of pavement within the limits of the original paving cut. Where test holes have been excavated in areas other than pavement, the disturbed areas will be restored as nearly as reasonably possible to the pre-existing conditions.
- Analyze and correlate QL-A data to the results of previous QL-B investigations, utility records, etc. Resolve any resulting conflicts through supplemental field investigations and/or revisions of QL-B deliverables, as necessary.

QL-A DELIVERABLES

- SAM will provide a digital AutoCAD Civil 3D file depicting the horizontal positions of the recoverable marks or markers set/installed over the primary target utility at each test hole location.
- Where applicable, SAM will provide a revised QL-B deliverable depicting updated horizontal positions of target utilities.
- SAM will provide a QL-A data summary table. This table will include a) the material type or composition of exposed utilities, b) the elevation of the top of piped utilities, conduits, casings, etc., c) the outside diameter of piped utilities, conduits, casings, etc., under 18" I.D. d) the elevation of the top and bottom of encasements, ducts and non-encased, multi-conduit configurations, e) the width of encasements, ducts and non-encased, multi-conduit configurations and f) the elevation and coordinates of the recoverable mark or marker, set/installed at existing grade over the primary target utility.

QL-A DELIVERABLES (Cont.)

- SAM will provide signed and sealed drawings (by a Colorado Licensed Professional Engineer) in .pdf format. These drawings will include the individual test hole locations, the data summary table and any other utility information delivered in the CAD file, depicted against an aerial background.
- SAM will provide "down hole" images of utilities exposed in each test hole and "perspective" images of the test hole locations.

SUE PROJECT SCHEDULE

The following information approximates our work schedule for this project. Factors beyond our control may affect our ability to meet all of the projected milestones. We will keep the Client appraised of our progress.

- **Project Initiation** - SAM will begin prerequisite administrative activities within **3 working days** of receipt of a fully executed contractual document.
- **QL-B Field Data Collection –** We anticipate mobilizing to begin field data collection activities within **10 working days** of receipt of a fully executed contractual document.
- **Preliminary QL-B Deliverables** – SAM anticipates providing preliminary QL-B deliverables, within **10 working days** following the completion of our QL-B field investigation.
- **QL-A Permitting** – SAM anticipates applying for all necessary permits within **3 working days** following test hole location selection by the Client.
- **QL-A Field Data Collection -** SAM anticipates mobilizing to begin field data collection activities within **10 working days** of receipt of approved permits.
- **Final Project Deliverables** – SAM will provide final project deliverables within **10 working days** of completion of our QL-A field data collection activities.

COST ESTIMATE

QL-B Labor:			
Title / Responsibility	**# of Units**	**Unit Cost**	**Total**
Dept. Manager	2 Hours	$231.00 per Hour	$462.00
Sr. Project Manager	4 Hours	$ 214.00 per Hour	$856.00
Project Manager	16 Hours	$188.00 per Hour	$3,008.00
Task Manager	1 Hours	$139.00 per Hour	$139.00
Sr. SUE Office Technician	24 Hours	$132.00 per Hour	$3,168.00
Administrative Assistant	8 Hour	$90.00 per Hour	$720.00
Field Supervisor	16 Hours	$132.00 per Hour	$2,112.00
Field Supervisor (OT)	4 Hours	$198.00 per Hour	$792.00
SUE Field Technician	16 Hours	$86.00 per Hour	$1,744.00
SUE Field Technician (OT)	4 Hours	$129.00 per Hour	$654.00
Sub-Total - QL-B Labor:			**$13,655.00**

QL-B Direct Expenses:			
Vehicle Mileage	975 Miles	$0.56 per Mile	$570.38
GPS Receiver	20 Hours	$10.00 per Hour	$200.00
SUE Equipment Package	40 Hours	$6.55 per Hour	$262.00
Environmental Supplies	2 Days	$25.00 per Day	$50.00
Ground Penetrating Radar (GPR)	5 Hours	$20.00 per Hour	$100.00
Lodging	2 Nights	$105.60 per Night	$211.20
Per Diem	4 Days	$59.00 per Day	$236.00
Permitting Fees	1 Each	$500 Each	$500.00
Traffic Control	1 Days	$1,650.00 per Day	$1,650.00
Sub-Total - QL-B ODC's:			**$3,779.58**
Total Estimated QL-B Cost:			**$17,434.58**

COST ESTIMATE FOR QL-A 42 TEST HOLES

QL-A Labor / Test Holes			
Title / Responsibility	**# of Units**	**Unit Cost**	**Total**
Dept. Manager	1 Hours	$231.00 per Hour	$231.00
Sr. Project Manager	2 Hours	$214.00 per Hour	$428.00
Project Manager	12 Hour	$188.00 per Hour	$2,256.00
Task Manager	5 Hours	$139.00 per Hour	$695.00
Sr. SUE Office Technician	16 Hours	$132.00 per Hour	$2,112.00
Administrative Assistant	8 Hours	$90.00 per Hour	$720.00
SUE Field Supervisor	80 Hours	$132.00 per Hour	$10,560.00
SUE Field Supervisor (OT)	10 Hours	$198.00 per Hour	$3,960.00
SUE Field Technician	0 Hours	$86.00 per Hour	$0.00
Sub-Total - QL-A Labor:			**$20,962.00**

QL-A Direct Expenses:			
Support Vehicle Mileage (2)	500 Miles	$0.56 per Mile	$292.50
Vacuum Excavation Truck	10 Unit Rate	$ 2,200.00 per Day	$22,000.00
GPS Receiver	100 Hours	$10.00 per Hour	$1,000.00
SUE Equipment Package	100 Hours	$6.55 per Hour	$655.00
Environmental Supplies	2 Day	$25.00 per Day	$50.00
Lodging	9 Nights	$105.60 per Night	$950.40
Per Diem	10 Days	$59.00 per Day	$590.00
Permits	0 Permit	$100.00 Each	$0.00
Traffic Control	8 Day	$1,650.00 per Day	$13,200.00
Sub-Total - QL-A ODC's:			**$38,737.90**
Total Estimated QL-A Cost / 42 TEST HOLES:			**$59,699.90**
Total Estimated Project Cost			**$77,134.48**

Cost Estimate Notes:

1. This Cost Estimate is only applicable for a period of one (1) year from the date of submittal. After one (1) year SAM reserves the right to make rate adjustments.
2. SAM's labor and equipment rates are proprietary and are not to be shared with any individual, company, or entity outside of the Client organization.
3. In providing its QL-A & QL-B services, SAM will not exceed the Total Estimated Costs listed above, without written authorization from the Client.

QL-A & B ASSUMPTIONS

The following assumptions were made in preparing this proposal. If these assumptions do not prove to be correct, a modification to the Scope of Work and Cost Estimate for this project may be required.

- SAM will not perform any work outside of the Scope of Work defined in this proposal without written authorization by the Client.
- Unless expressly requested by the Client, SAM's utility mapping services will not include a) gravity services and laterals, b) utility tunnels, c) non-accessible empty conduits or empty utilities, d) traffic control/signalization related power and communications beyond master control boxes/cabinets, e) irrigation or sprinkler systems, f) railroad signalization, g) vault or manhole limits or dimensions, h) underground storage tanks and associated piping/wiring, i) grease traps and associated piping, j) septic tanks and distribution boxes, k) wastewater drain fields, l) area drainage tiles or french drains, m) privately owned wells and associated wiring and piping or n) abandoned/capped wells. If required, we will gladly include any of these facilities in our investigation(s). However, their inclusion may require a modification to our Cost Estimate.

QL-A & B ASSUMPTIONS (Cont.)

- OSHA compliant (29 CFR 1910.146) confined space entries are not required for this project.
- No project specific safety training, PPE or monitoring devices are required for this project.
- SAM assumes that all work areas are sufficiently cleared of vegetation (to a maximum height of 6") such that they are traversable on foot for the purpose of performing designating and sweeping activities.
- SAM assumes that all work areas are sufficiently cleared of snow such that all they are traversable on foot for the purpose of performing designating and sweeping activities.
- SAM is not responsible to facilitate the movement of parked vehicles or other physical obstructions.
- SAM is not responsible for discovering or uncovering utility relates structures which are covered by, soil, snow, brush, landscaping materials, paving, etc.
- SAM is not responsible for cleaning, clearing or otherwise removing silt and other debris from storm drainage piping or structures.
- SAM will not access utility related structures or map utilities which are located within fenced areas with locked gates, which contain unrestrained animals, etc.
- SAM owns a suite of surface geophysical equipment. We will determine which surface geophysical equipment and methods are appropriate for employment on this project.
- The ability to identify and accurately determine the horizontal positions of underground utilities through the employment of surface geophysical equipment and methods can be influenced by factors beyond SAM's control. Such factors include but are not limited to the conductivity of their materials and/or the surrounding soils, soil moisture content, proximity to other underground utilities, depth, etc.
- Not all utilities can be mapped at QL-B. Utilities which cannot be mapped at QL-B will be mapped at the next lowest quality level, as applicable.
- SAM is not responsible for the omission of any utility information that is not obtainable via the surface geophysical equipment and methods employed on this project.
- The accuracy of electronic depth readings (EDRs) received from surface geophysical equipment is dependent upon many factors such as soil type, soil moisture content, depth of utility, proximity to other utilities, utility material type, etc. It is generally considered to be unreliable and caution should be exercised in considering it for use in the design and/or the conflict analysis process. The only reliable method of obtaining accurate utility depths/elevations is through physical exposure and measurement.
- The use of any horizontal and/or vertical locations of utilities depicted in deliverables prepared by SAM does not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations including but not limited to, giving notification to the local 811 call center before construction.
- Paint markings, flagging and other indicators of the presence of underground utilities placed by SAM are not to be used for construction purposes and does not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations including but not limited to, giving notification to the local 811 call center before construction.
- Standard traffic control for our utility mapping services is considered to be the placement of traffic cones and freestanding warning signs. Traffic control requiring lane or sidewalk closures, traffic detouring, flag persons, off duty officers, etc. is considered to be special traffic control. If special traffic control is required, those services will be subcontracted to third party providers and billed to the Client at cost plus 10%.
- Gravity sanitary sewer and storm drainage systems will be mapped according to their record location as correlated to surface visible features, when available/accessible. Structures of record which cannot be located in the field will be depicted at their record location. Lines of record which cannot be physically verified in the field will be depicted at their record location.

QL-A & B ASSUMPTIONS (Cont.)

- No contaminated materials, water or soils will be encountered on this project. If contaminated materials, water or soils are identified or suspected, the Client will be notified immediately. All costs associated with environmental remediation, decontamination of equipment, etc. will be the sole responsibility of the Client.
- The Client will provide SAM with all records and other information in their possession which pertains to the underground utilities and associated structures located within the project limits.
- SAM will have uninterrupted access to all work areas on a minimum ten (10) hours per day basis.
- The Client is responsible to obtain Right of Entry agreements, coordinate with property owners and otherwise resolve all access issues which may affect SAM's ability to efficiently execute their Scope of Work. Any delays or interruptions caused by access issues may require a modification to our Cost Estimate.
- The Client will notify SAM prior to our initial mobilization, of any restrictions or special requirements associated with accessing the project site(s).
- All test hole locations will be selected by the Client.
- Test holes will be selected on target utilities which have been previously mapped at QL-B or QL-C.
- Test Holes will not be selected at locations where multiple utilities occupy the same horizontal space.
- The Client will provide SAM with horizontal and vertical control points which are proximate to the project limits. Our Cost Estimate does not anticipate the need to run traverses, run level loops, densify control or to verify the values provided for horizontal and vertical control points.
- The Client will provide the coordinate values for each test hole location or, identify their locations in a CAD file which is based upon the values reflected in the survey control diagram/table for the project.
- All test hole locations are directly accessible by vacuum excavation equipment.
- No test hole locations fall within areas of standing or running water.
- All target utilities are located above the existing ground water table.
- No target utilities are located in excess of 8.0' below exiting grade.
- All work will be performed during daytime hours with unrestricted access to all work areas on a ten (10) hours per day basis.

Schedule 2

DETAILED WORK-HOUR ESTIMATE **AECOM Technical Services, Inc** **7595 Technology Way** **Denver, CO 80237** **Project Name:W. 29th St** **DESIGN WORKHOUR SUMMARY** **Date: July 11, 2022** 2022 Rate Table	Project Management PM *Kindt* Project 5 $201.00	 PC/PA *Wood* Assistant/Support Staff 7 $123.00	Drainage Task Lead *Kindt* Project 5 $201.00	 Junior Engineer *ButlerB* Staff 3 $115.00	 Quality Check *Barr* Project 1 $152.00	Total Hours	Subs Sam, LLC	Total Labor Cost
TASK 1: PROJECT MANAGEMENT								
1.1 Project Setup	8	40				48		$ 6,528.00
1.2 Internal Kick-off Meeting with design team	2	2				4		$ 648.00
1.3 Monthly Invoices	12	24				36		$ 5,364.00
SUBTOTAL TASK 1: PROJECT MANAGEMENT	**22**	**66**	**0**	**0**	**0**	**88**		**$ 12,540.00**
TASK 2: SUBSURFACE UTILITIES								
3.1 SUE Investigation Level B	6					6	$ 17,434.58	$ 1,206.00
3.2 SUE Investigation Level A	12					12	$ 59,699.90	$ 2,412.00
SUBTOTAL TASK 4: SUBSURFACE UTILITIES	**18**	**0**	**0**	**0**	**0**	**18**	**$ 77,134.48**	**$ 3,618.00**
TASK 3: 90% DESIGN								
1.1 Evaluate replacing concrete pipe materials with CPP			2	24	12	38		$ 4,986.00
1.2 Roadway Plans			8	40	8	56		$ 7,424.00
1.3 Drainage Plans			8	80	8	96		$ 12,024.00
1.4 Erosion and Sediment Control Plans			2	16	2	20		$ 2,546.00
1.5 Drainage Memo			8	24	8	40		$ 5,584.00
1.6 Quantities and Cost Estimate			4	16	4	24		$ 3,252.00
1.7 Specifications			4	4	8	16		$ 2,480.00
SUBTOTAL TASK 6: 90% DESIGN	**0**	**0**	**36**	**204**	**50**	**290**		**$ 38,296.00**
TASK 4: 100% DESIGN								
6.1 Roadway Plans			8	20	8	36		$ 5,124.00
6.2 Drainage Plans			8	20	16	44		$ 6,340.00
6.3 Erosion and Sediment Control Plans			8	8	16	32		$ 4,960.00
6.4 Drainage Report			8	8	16	32		$ 4,960.00
6.5 Quantities and Cost Estimate			8	8	4	20		$ 3,136.00
6.6 Specifications			8	2	4	14		$ 2,446.00
SUBTOTAL TASK 7: 100% DESIGN	**0**	**0**	**48**	**66**	**64**	**178**		**$ 26,966.00**
GRAND TOTAL LABOR:	**40**	**66**	**84**	**270**	**114**	**574**	**77134.48**	**$ 81,420.00**
GRAND TOTAL:								**$ 158,846.98**

OTHER DIRECT COST RATES:

ITEM	ESTIMATED UNITS	UNIT RATES	
Vehicle Expense (personal m	500	$ 0.585	292.50
Postage, Express Mail, Courier		$ -	$ -
Major Reproduction (Mylars)			$ -
			$ -
			292.50

(1) Company owned or leased field vehicles (cars, pickups, vans, trucks, etc.) used on project assignments will be charged at the current mileage rate established by the Internal Revenue Service. The mileage charge for personal vehicles will be the current mileage rate established by the Internal Revenue Service.

(2) The cost of communications and transmittals (postage, express mail, courier, etc.) will be charged at cost.

(3) The cost of other direct costs (field supplies, report binding supplies, leased or rented field equipment, etc.) will be charged at cost.



Principal-in-Charge/ Authorized Signatory

Ryan Weaver, PE

Point of Contact

Laura Kindt, PE *(Primary)*
David Seyboldt, PE *(Alternate)*

Project Managers

Laura Kindt, PE
David Seyboldt, PE
Alan Turner, PE, CFM
Kimberley Pirri, PE, CFM

Personnel

Stormwater Infrastructure Design
Laura Kindt, PE
David Seyboldt, PE
Joe Roerkohl, PE, CFM
Leylin Marroquin, PE, CFM

Hydrology & Hydraulic Modeling
Leylin Marroquin, PE, CFM
Griffin Cullen, EIT, CFM
KC Robinson, PE, CFM

2D Hydraulic Modeling
Isaac Allen, PE, CFM
Alan Turner, PE, CFM

Stormwater Master Planning
Alan Turner, PE, CFM
Joel Jones, PE

Civil Design
Celeste Raine, PE

Structural Design
Craig Parent, PE, SE

Environmental/Ecological
Kallin Snow, PhD

Landscape Architecture & Urban Planning
Jeff McKelvey, PLA, ASLA, ENV SP

Geotechnical Engineering
Bill Barriere, PE[1]
Brysen Mustain, PG[1]

Survey/Right-of-Way
Stan Vermilyea, PLS
Eric Craig, PLS

Erosion Control, BMPs, & Low Impact Development
Laura Kindt, PE
Jessica Barr, EIT

Drainage & Floodplain Review
Kimberley Pirri, PE, CFM
David Seyboldt, PE

CLOMR/LOMR & Floodplain Permitting
Kimberley Pirri, PE, CFM

Levee Certification
Rigel Rucker, PE, CFM

Stream Restoration
Michael Scurlock, PhD, PE
Andy Steiniger, PE

Resident Engineering & Construction Administration
Kevin Kullman, PE

Trenchless Design
Sean Berzins, PE

Public Outreach
Ed Parks

Subconsultants: 1. Vivid Engineering Group

The AECOM Team provides the City of Pueblo with a diverse group experienced with cross-discipline collaboration. Our team embraces this coordination and opportunity to serve our client's many different needs.

Laura Kindt, PE

Project Manager/Stormwater Infrastructure Design/Erosion Control, BMPs, & Low Impact Development

Education
MS, Civil Engineering, Lawrence Technological University
BS, Civil Engineering, Lawrence Technological University

Years of experience
Total: 14
With AECOM: 6

Location
Denver, CO

Registrations/Certifications
Professional Engineer: CO, #46481

Laura has more than a decade of experience focused on low impact development (LID) design, hydrologic and hydraulic modeling, water quality, sediment and erosion control analysis and design, and research and testing.

Professional history

Laura is a project manager and drainage design engineer with 14 years of experience in water resources analysis and design. She has worked on a variety of water quality, roadway drainage, bridge and scour, facilities and municipal projects. Laura is experienced in hydrologic, hydraulic, floodplain and scour analyses, as well as and post-fire mitigation.

Selected project experience

Pikes Peak Rural Transportation Authority, Pikes Peak Avenue Reconstruction, Colorado Springs, CO. Drainage Design Engineer. Roadway reconstruction along Pikes Peak Avenue. Work consisted of design of new storm collection system along the project corridor, design of two permanent water quality features, and removal or abandonment of current system. Prepared SWMP and identified BMPs to be used on project site.

Pikes Peak Rural Transportation Authority, Vermijo and Sierra Madre Reconstruction, Colorado Springs, CO. Drainage Design Lead. Drainage design of redevelopment of 12 city blocks. Evaluated multiple water quality options for urban environment, including pond design, LID design and underground water quality treatment. Lead water quality design including, water quality planters and hydrodynamic separator.

Pikes Peak Rural Transportation Authority, Underground Detention, Colorado Springs, CO. Drainage Design Lead. Water quality design to provide regional water quality for downtown Colorado Springs. Evaluated multiple water quality designs to provide cost effective water quality treatment that met the city's MS4 permit. Lead final design and assisted during construction of water quality vault.

Town of Castle Rock, Craig and Gould North Infrastructure Improvements, Castle Rock, CO. Drainage Design Lead/Deputy Project Manager. Drainage design of over 3000 LF of new storm system. Evaluated water design alternatives and provided final design of hydrodynamic separator.

City and County of Denver, Upper Sanderson Gulch, Denver, CO. Project Manager/Drainage Design Lead. Drainage design of over 4200 LF of new storm system. Reviewed storm drainage and water quality design calculations, reports, and plans.

Colorado Department of Transportation, C-470 Managed Lanes, Denver, CO. Drainage Design Engineer. Drainage design of over 13 miles of roadway drainage, including roadside ditches, inlets, pipe and culverts. Designed 7 full spectrum ponds to provide water quality for the corridor. Worked with multiple stakeholders to meet multiple MS4 requirements. Reviewed storm drainage and water quality design calculations, reports, and plans.

Colorado Department of Transportation, I-25 MP 127-135, Colorado Springs, CO. Drainage Design Lead. Drainage design of over 7 miles of roadway drainage. Lead design of inlets, pipes, roadway channels, culverts, erosion control, and water quality for the corridor to meet CDOT MS4. Reviewed storm drainage and water quality design calculations, reports, and plans.

Colorado Department of Transportation, I-25 MP 135-138, Colorado Springs, CO. Drainage Design Lead. Drainage design of over 7 miles of roadway drainage. Lead design of inlets, pipes, roadway channels, culverts, erosion control, and water quality for the corridor to meet CDOT MS4.

Colorado Department of Transportation, I-25 MP 144-146, Colorado Springs, CO. Drainage Design Lead. Drainage design of over 7 miles of roadway drainage. Lead design of inlets, pipes, roadway channels, culverts, erosion control and water quality for the corridor to meet CDOT MS4.

Colorado Department of Transportation, South Academy Bridge, Colorado Springs, CO. Drainage Design Lead. Drainage improvements for the South Academy Bridge Replacement. Evaluated and designed water quality to meet CDOT MS4.

Pikes Peak Rural Transportation Authority, Academy Boulevard Reconstruction, Colorado Springs, CO. Quality Lead. Roadway reconstruction along South Academy Boulevard. Work consisted of reviewing design of new storm collection system along the project corridor, design of permanent water quality features, and removal or abandonment of current system. Reviewed SWMP and identified BMPs to be used on project site.

Pikes Peak Rural Transportation Authority, Black Forest Road Widening, Colorado Springs, CO. Quality Lead. Roadway widening along 1.2 miles of Black Forest Road. Work consisted of reviewing design of new storm collection system along the project corridor, design of permanent water quality features, design of grade control structures and channel improvements, and removal or abandonment of current system. Prepared SWMP and identified BMPs to be used on project site.

Pikes Peak Rural Transportation Authority, Austin Bluffs Parkway Bridge and Roadway Improvements, Colorado Springs, CO. Quality Lead. Reviewed design of transportation drainage components for expanded roadway and proposed bridge. Reviewed drainage plan set, project cost estimate and drainage report.

David Seyboldt, PE

Project Manager/Stormwater Infrastructure Design/Drainage & Floodplain Review

Education
BS, Environmental Engineering, Syracuse University

Years of experience
Total: 15
With AECOM: 14

Registrations/Certifications
Professional Engineer, CO, TX

Location
Denver, CO

Mr. Seyboldt has more than 15 years of experience in transportation drainage, site design and development, water resources and stormwater analysis for residential, commercial, and government projects.

Professional history

Mr. Seyboldt has more than 15 years of experience as a Civil Engineer involved in transportation drainage, site design and development, water resources and stormwater analysis for residential, commercial, and government projects. Mr. Seyboldt performs hydrology and hydraulic design, develops grading plans, erosion control plans, drainage reports, utility plans and reports, roadway design and earthwork calculations, and is accountable for quality control and plan review.

Selected project experience

Oak Hill Parkway, Austin, Texas. Segment Drainage Lead for $700 Million Design Build project. Responsible for roadway drainage design, off site drainage design, and impacts analysis. Project utilized Geopak software for design of multiple mainlanes, frontage roads, ramps, local intersections and bridges. Involved extensive multi-discipline coordination and contractor collaboration on fast paced project.

Naval Air Station Corpus Christi, Texas. Civil Task Leader for Design Build project. Responsible for site design, site grading, utility layout and design, erosion control, and storm drainage design for new four-story training classroom building, parking lots, and aircraft wash rack located on the Base. Involved extensive multi-discipline coordination.

Stapleton District IV Outfall, Denver, Colorado. Drainage Task Leader. Responsible for hydrology and hydraulic design of large diameter box culvert, water quality pond, outlet structure and grouted boulder spillway to Sand Creek. Responsible for coordination and review of project plans through multiple agencies including USACE, UDFCD, MWRD and City of Denver. Also responsible for construction permitting and construction management.

Lamar Reliever Route, Lamar, Colorado. Drainage Task Leader responsible for site storm drainage design, water quality, detention, hydraulic modeling, and stormwater management design. This is a multi-disciplinary transportation project to construct a new 4-lane route for US 287, US 50, and US 385 to better accommodate truck commerce near the Town of Lamar.

Stapleton Aurora, Aurora, Colorado. Drainage Task Leader responsible for storm drainage design, detention pond design, hydraulic modeling, drainage report, and erosion control design for 100 acre mixed-use redevelopment on former airport site. Responsible for design and review of project plans throughout City submittal process. Also responsible for construction permitting and construction management.

Martin Luther King Blvd Extension, Denver, Colorado. Drainage Task Leader on arterial roadway project responsible for storm drainage design, detention pond design, drainage report, and erosion control design for roadway and associated mixed-use redevelopment. Responsible for design and review of project plans throughout CDOT and City submittal process.

Buckley Air Force Base, Aurora, Colorado. Civil Task Leader responsible for site design, site grading, utility layout and design, erosion control, and storm drainage design and analysis for new aircraft maintenance building on the Base.

I-76 Ramp Widening, Adams County, Colorado. Drainage Task Leader for highway ramp widening project for CDOT. Responsible for hydrologic and hydraulic analysis and preparation of drainage reports, drainage design for improvements on the ramp, stormwater management, coordination with other design disciplines within CDOT, and preparation of FIR and FOR plan sets.

I-29 Corridor Design, Sioux Falls, South Dakota. Drainage Task Leader responsible for highway widening project. Project included analysis of existing and proposed hydrology for hydraulic design of culverts and ditches, and coordination with roadway design and grading for approximately three miles of interstate and an interchange between I-29 and I-229.

Kennecott Mine, Magna, Utah. Civil Task Leader. Responsible for roadway layout, site layout and design, storm drainage analysis and design for access roads and sites for construction of a new electrical substation and pump station required to serve the copper mining operations. Project required extensive coordination with electrical engineers to ensure the site would meet their needs for equipment placement and large vehicle access.

F.E. Warren Air Force Base, Cheyenne, Wyoming. Civil Task Leader responsible for site design, road design, site grading, utility layout and design, and storm drainage design and analysis for multiple building rehabilitations on the base, and a new fire training facility for use by the base personnel.

BHP Billiton, Texas. Developed development permit packages that includes GIS mapping, base flood elevation determination, site grading, runoff determination and drainage design, and a site specific SWPPP for oil and gas well pad sites in Texas.

Horizon Uptown, Aurora, Colorado. Project Engineer responsible for storm drainage design and drainage reports, master utility design and utility reports. Responsible for quality review of project plans throughout City submittal process. Horizon Uptown is a 500 acre mixed-use development located in Aurora, CO focusing on low impact development design.

Colorado Studios, Denver, Colorado. Project Manager and Engineer responsible for upgrade and replacement of water lines, services and fire hydrants serving the Colorado Studios site which lies within the Stapleton Redevelopment. The work required coordination and consultation with Denver Water to devise a plan that would work within the constraints of the site and meet City standards.

FasTracks North Metro Corridor, Commerce City, Denver, Thornton & Northglenn, Colorado. Civil Task Leader for FasTracks North Metro Corridor project, an 18-mile long rail transit corridor between Denver and multiple cities in unincorporated Adams County. The project included 9 stations which required civil engineering site design. The civil engineering design services included site drainage analysis and design, roadways, sanitary sewer, potable water, storm sewers and detention/water quality ponds. The project was designed to a 30% level.

FasTracks Northwest Rail, Denver, Longmont & Boulder, Colorado. Civil Task Leader for three proposed stations, which required civil engineering site design. The civil engineering design services included site drainage analysis and design, roadways, sanitary sewer, potable water, storm sewers and detention/water quality ponds. Design also included site and parking lot layout and coordination with other disciplines. The project was designed to a 30% level.

Alan Turner, PE, CFM

Project Manager/2D Hydraulic Modeling/Stormwater Master Planning

Education
MS, Environmental Science and Engineering, Colorado School of Mines
BS, Civil Engineering, Colorado State University

Years of experience
Total: 22
With AECOM: 1

Location: Denver, CO

Registrations/Certifications
Professional Engineer: CO, ND, HI, TX, UT;
Certified Floodplain Manager

Mr. Turner Specializes in 1D and 2D hydraulic modeling, hydrologic and hydraulic engineering of structures, and basinwide master planning.

Professional history

Mr. Turner has extensive experience in hydrologic and hydraulic analysis providing services to state agencies, local municipalities, private industry, and federal clients such FEMA. Mr. Turner Specializes in 1D and 2D hydraulic modeling, hydrologic and hydraulic engineering of structures, and basinwide master planning.

Selected project experience

Project Manager and Senior Designer; South Boulder Creek Flood Mapping Study; City of Boulder, CO. Project Manager and Senior Designer. Mr. Turner was responsible for managing the project including multiple subcontractors and internal design staff. The project required the use of a detailed 2D MIKE FLOOD model of the South Boulder Creek Floodplain to create multiple model runs and multiple solution plans to mitigate the effects of flooding along South Boulder Creek. Solutions included the design of multiple hydraulic structures including 5 separate off-stream and on-stream detention structures. In addition to reviewing detention structures, other flow control structures were designed including weirs and flow diversions, storm drain and pipeline conveyance. This project included an in-depth HAZUS analysis using FEMA BCA software to decide the project benefits and costs for potential FEMA grant funding.

Project Manager Gregory Creek Master Drainageway Planning Study, City of Boulder, Boulder, CO. The plan included a comprehensive SWMM model that revised hydrology for the basin post 2013 floods. A comprehensive FEMA BCA analysis was completed to determine costs and benefits. The project also included a public open house to show project concepts and receive feedback on issues in the basin. As part of the main plan, CH2M developed an un-steady and steady state FLOW-2D model to define the extents of flooding for the split flow

Task Manager Harris Reservoir Expansion, Dow Chemical, Brazoria County, TX. Floodplain and environmental permitting Task lead for the design and permitting of a 55,000 ac-ft detention facility in Brazoria County. Mr. Turner is leading a multidiscipline team to complete a CLOMR, 404 and stream mitigation plan for a proposed 55,000 ac-ft detention facility in Brazoria County, TX. This includes approximately 50 miles of floodplain mapping on a complicated floodplain that involves two separate flooding sources, the Brazos River and Oyster Creek. Modeling has included the development of a Flood Modeler 2D model to understand the effects of the reservoir on the floodplain and to help understand required mitigation activities as well as development of HEC-RAS 1D models to complete the CLOMR application. Permitting tasks have included wetlands delineation, historical analysis, and development of a restoration mitigation plan to offset the impacts of the reservoir.

Project Manager and Senior Designer Little Shook's Run Outfall Systems Plan, City of Colorado Springs Colorado. Alan is currently completing an outfall system plan for the Little Shook's Run Basin east of Downtown Colorado Springs and Shook's Run Encompassing the Olympic Training Center and Memorial Hospital. Consultant has been asked to review existing storm drain capacities via an EPA-SWMM model and to help identify the cause and solution to a number of localized flooding areas along Little Shook's Run. As part of this work, Alan helps create a 2D model of the watershed to identify major overland flow paths which helped to identify and confirm localized flooding issues. The team is evaluating alternatives and the condition of the existing storm drains to provide a workable solution to improve drainage in the basin. The ultimate deliverable for the project will be 30% conceptual design and costs for the construction of storm drain improvements.

Kimberley Pirri, PE, CFM

Project Manager/ Drainage & Floodplain Review/ CLOMR/LOMR & Floodplain Permitting

Education
BS, Civil Engineering, University of Colorado

Years of experience
Total: 23
With AECOM: 12

Location
Denver, CO

Registrations/Certifications
Professional Engineer: CO, VA;
Certified Floodplain Manager

Kim has served as the Project Manager or Task Leader on several projects, including stormwater master plans, stormwater facility design, FEMA CLOMRs and LOMRs, flood mapping projects, floodplain management on-call service contracts, and floodplain analyses.

Professional history

Ms. Pirri is a Design Engineer and Project Manager with 20 years of experience in hydraulic and hydrologic design, floodplain and stormwater management, drainage analysis, and master planning. More recently, Kim has focused on Hazard Mitigation Planning and Community Rating System Program Support, as well as providing floodplain management subject matter expertise to both internal and external clients. Kim participates in local and national professional organizations to maintain a high level of currency with policies, procedures, and methods across the floodplain and stormwater management industry.

Selected project experience

Project Manager, City and County of Denver, 2018 Annual Certification (Community Rating System), Denver, Colorado. Led project to conduct the data gathering and analysis needed to support Denver's first Annual Certification under the 2017 CRS Coordinator's Manual and to prepare the needed documentation for submittal. Managed project resources, schedule, and budget.

Project Manager. City and County of Denver, Sanderson Gulch Flo-2D Study, Denver, Colorado. Led this Flo-2D planning study to use rain-on-grid methods and integrated SWMM storm sewer modeling with LiDAR-based terrain data to analyze existing surface flooding patterns and storm sewer capacities within a portion of the Sanderson Gulch watershed and to evaluate potential improvement projects. Rainfall inputs were developed using CUHP 2.0. Storm sewer inputs were developed from CCD inventory data. The results of this study showed that more than $20M in traditionally analyzed storm conveyance improvements were not needed.

Project Manager. City of Colorado Springs, Colorado. 2016 Hazard Mitigation Plan Update. Completed this plan update incorporating assessments of the potential for natural and human-caused hazards, while focusing on flood hazards and the City's vulnerability to those hazards. Technical lead for flood hazards assessment which was conducted using Hazus 2.0 with FIS flood discharges throughout the City and post-fire flood discharges in the three watersheds impacted by the Waldo Canyon wildfire disaster.

Project Manager/Technical Lead. City and County of Denver, Colorado. 2015 CRS Cycle Verification Services. Led project to evaluate Denver's stormwater and floodplain management programs against the updated scoring criteria in the 2013 CRS Coordinator's Manual and to prepare the needed documentation and GIS maps for submittal during the 5-year Cycle Verification visit. Participated with City in the Cycle Verification visit. Documented additional possible points that the City can easily achieve with small efforts.

Project Manager/Technical Lead. Southeast Metro Stormwater Authority, 2014 CRS Cycle Verification Services for City of Centennial and Arapahoe County, Colorado. Led this project to conduct the evaluation of both Centennial's and Arapahoe County's stormwater and floodplain management programs against the updated scoring criteria in the 2013 CRS Coordinator's Manual and to prepare the needed documentation and GIS maps for submittal during the 5-year Cycle Verification visits. Participated with both Centennial and Arapahoe County in separate Cycle Verification visits.

Task Lead/Senior Engineer. Colorado Water Conservation Board, Cooperating Technical Partner Contractor, Colorado.

- **Community Rating System Website Updates, Colorado**. Led task to update the content on the CWCB's Colorado-specific CRS website to incorporate changes in guidance based on the 2017 CRS Coordinator's Manual, as well as incorporating additional content associated with the revised class prerequisites in the 2017 Manual.
- **Colorado Hazard Mapping Program.** Providing quality review and technical guidance for the hydraulic analyses and floodplain mapping on this project to update the flood hazard analyses and mapping for more than 500 stream miles across the two watersheds most affected by the September 2013 floods. Also providing outreach and programmatic support.
- **Jamestown LOMR, Jamestown, Colorado.** Led team in fast-tracking preparation of an Existing Conditions Letter of Map Revision for the Town of Jamestown to reflect the changed flood hazard conditions along James Creek and Little James Creek following the 2013 floods. Provided oversight, technical guidance, modeling review, outreach coordination, and certification of this LOMR for approximately 1.5 stream miles of new detailed study, including an updated floodway. This new study provides a floodplain management baseline for ongoing flood recovery efforts.
- **Community Rating System Website, Colorado.** Task Lead. Led the team of technical staff to generate technical content for this new Colorado-specific Community Rating System (CRS) website. Coordinated with web-designers on the site design and functionality. Coordinated client and community review. This site is a "one-stop shop" for Colorado communities to obtain information about the CRS, whether they are new users or are current participants. Website provides tool to evaluate whether CRS is the right fit for a new community, tools for participating communities to consider new activities, and a substantial set of successfully scored samples.

Ryan Weaver, PE

Principal in Charge/Authorized Signatory

Education
BS/1999/Civil Engineering/
Purdue University

Years of experience
Total: 22
With AECOM: 21

Registrations/Certifications
2004/Professional Engineer/
CO #38560

Location
Denver, CO

Ryan's leadership experience includes smart growth of local engineering teams to among the largest in Colorado Springs. Ryan is a Certified Project Manager and has served in a variety of project oversight roles to ensuring internal compliance and deliver exceptional service to clients.

Professional history

Mr. Weaver, an AECOM Vice President, is the Location Lead for the Colorado Springs Office of approximately 50 employees. He also serves as the Southern Colorado Transportation Practice Lead, coordinating business development and project delivery efforts for clients throughout Southern Colorado. Ryan has nearly 22 years of design and management experience on transportation projects throughout Colorado. Ryan uses his excellent organizational skills to identify process improvements and manage multi-disciplinary project teams.

Selected project experience

I-25 Improvements, Colorado Springs, CO. Project Manager for improvements on I-25 from MP127-150 through Colorado Springs. A project determination phase involved design and construction estimates of three interim segments along the corridor. The initial improvements along I-25 include concrete resurfacing and safety improvements from MP127-135. This $100M project is using a CMGC delivery method and is being packaged with improvements along other local corridors that connect key military installations in the region.

Vermijo Avenue and Sierra Madre Street Reconstruction and Streetscape, Colorado Springs, CO. Project Principal for this high-profile project to transform two underutilized downtown corridors into a festival street and urban greenway. A vibrant urban destination will be created adjacent to the U.S. Olympic Museum through implementation of multi-modal facilities, urban design features, and smart technologies.

South Academy Boulevard Widening, El Paso County, CO. Project Principal for this project to widen the corridor to 3-lanes each direction from I-25 to Proby Parkway. The project includes evaluation of 7 bridge locations and bridge rehabilitation and scour protection at Fountain Creek. This project is using a CMGC delivery method and is being packaged with improvements along other local corridors that connect key military installations in the region.

Black Forest Road Widening, Colorado Springs, CO. Project Principal for this key project to increase capacity along within a high-growth part of Colorado Springs. AECOM provided corridor planning for a 3-mile segment from Woodmen Road to Old Ranch Road. Preliminary and final design followed to widen along this corridor. Construction will provide an urban 4-lane section for 1.5 miles, ADA and multimodal accommodations, and replace the Cottonwood Creek Bridge.

Academy Boulevard Reconstruction, Colorado Springs, CO. Project Principal for this major arterial in southeast Colorado Springs. AECOM provided preliminary and final design services for reconstruction of 3-miles of this urban corridor from Bijou Street to Airport Road and Fountain Boulevard to Proby Parkway. Construction is planned to start in late 2020.

Centennial Boulevard Extension, City of Colorado Springs, CO. Project Principal/Manager for design of a PPRTA-funded project to extend a 4-lane urban section of Centennial Boulevard from Fillmore St to the I-25 / Fontanero St interchange. This 1.5 mile segment provides a critical connection to improve mobility while enhancing access to new development areas and improving quality of life for west side residents. The corridor development phase evaluated different options and reduced impact to the surroundings through the vertical placement and typical section used. Close coordination with adjacent development will ensure cleanup of a former landfill, while balancing the net earthwork balance for the site.

US 160 Wildlife Crossings, Archuleta County, CO. Project Principal for a CDOT R5 project to provide a wildlife overpass structure, wildlife underpass structure, passing lanes and other improvements along US 160 near the intersection of SH 151. Coordination with CDOT, the Southern Ute Tribe, and the San Juan National Forest was necessary. Design was completed in 2019.

Pikes Peak Avenue, City of Colorado Springs, CO. Project Principal for design of a PPRTA-funded project to replace the pavement section and provide improvements to the drainage system and multi-modal accessibility of Pikes Peak Avenue between Shooks Run and Printers Parkway.

Lamar Reliever Route, Lamar, CO. Project Manager for design of nearly 10 miles of new CDOT R2 highway for this Ports-to-Plains corridor around the City of Lamar. The new route replaces the existing US 287 and US 50 highways that pass through the City, ultimately with a 4-lane free-flow high-speed reliever route for truck traffic continuing past Lamar. The project includes three ultimate interchange locations. AECOM is working with CDOT R2 to evaluate cost-effective interim solutions, for a phased implementation approach to the project. AECOM is also coordinating with the City of Lamar, Prowers County, and local business owners to develop interchange solutions that uphold their economic success and promote a prosperous downtown.

SH21 Powers Boulevard Corridor Support, Colorado Springs, CO. Project Principal for a contract to provide corridor-wide support to CDOT R2 for this ultimate 6-lane freeway facility around the eastern side of Colorado Springs. AECOM is organizing and indexing 20 years of data related to the corridor, including two EA documents, to assist CDOT in preserving and advancing the ultimate goals for Powers Boulevard. In addition, AECOM is obtaining survey and advancing conceptual design of the future North segment from SH83 to Voyager Parkway.

Monument Hill Road Safety Improvements, El Paso County, CO. Project Principal for an El Paso County project to evaluate and provide safety improvements along this 2.4 miles road. Located on the Palmer Divide, this corridor receives severe weather and has a poor accident history at several locations. AECOM evaluated corridor deficiencies, alternatives, and prioritized improvements. The initial improvements will provide a revised typical section, address drainage issues, and improve intersection operations. Final design of the initial improvements was completed in 2017, with construction in 2018.

US 50 / SH 9 Resurfacing, Fremont County, CO. Project Principal for a CDOT R2 project to provide roadway surface, safety, structural, and drainage improvements along 28-miles stretch of SH 9 and US 50 in Fremont County between Canon City and Parkdale. AECOM completed construction plans on a fast-track schedule in 2016 for construction in 2017.

Lime Road Phase 2 Realignment, Pueblo, CO. Project Principal for a City of Pueblo project to realign Lime Road for a new crossing of the existing railroad tracks. The project will improve safety while enhancing the development potential for this industrial corridor. AECOM completed final plans in early 2016.

Isaac Allen, EI, CFM

2D Hydraulic Modeling

Education
M.S., Civil Engineering, University at Buffalo
B.S., Environmental Engineering, Syracuse University,

Years of experience
Total: 6
With AECOM: 6

Location: Denver, CO

Registrations/Certifications
Professional Engineer, Colorado
ASFPM Certified Floodplain Manager, Colorado

Mr. Allen has been primary modeler for a variety of hydraulic modeling studies of varying complexity in both one and two-dimensional environments. He has lead a number of efforts to implement new and innovative solutions and takes pride in developing quality, defendable work that reflects well on all team.

Professional history

Mr. Allen has experience in a variety of surface water modeling projects focused on floodplain mapping, flood hazard mitigation, bridge design and evaluation, and watershed planning. His primary skills include design and analysis using hydrologic and hydraulic modeling techniques, as well as development of geographic information systems. He is proficient in data analysis, presentation, and the development of innovative approaches and community outreach.

Selected project experience

Colorado Hazard Mapping Program, Colorado Water Conservation Board. This project developed updated flood risk information for nearly 700 miles of streams impacted by the 2013 floods in the Big Thompson and St Vrain Watersheds and along the South Platte River. Performed 2-D hydraulic analyses for select streams using the U.S. Bureau of Reclaimations's Sediment and River Hydraulics (SRH-2D) model as well as the combined 1-D/2-D capabilities of the USACE HEC-RAS. Results from these analyses are currently being used for regulatory updates to the FEMAs DFIRMs. Assisted in the development of a process to analyze floodways for 1-D/2-D combined and 2-D hydraulic models. Implemented the process to analyze 1-D/2-D combined floodways for portions of St. Vrain and Boulder Creeks in Weld County and Boulder County, CO. Developed GIS tools to support the 1-D/2-D floodway analyses. Performed hydraulic analyses for hunderds of miles of streams using the HEC-RAS 1-D software package. Coordinated with various private and public entities to assemble hydrologic analyses for over 450 miles of streams into FEMA compliant Techncial Support Data Notebooks (TSDN). Created hydrologic models for approximately 50 miles of stream using the USACE Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS) software package. Presented project information to numerous government agencies, communities, watershed coalitions, and consultants at a project progress meetings and technical conferences.

Central Federal Lands Highway Division (CFL), Moraine Avenue and Riverside Drive CO FLAP, Estes Park, CO. Leveraged SRH-2D hydraulic model developed for the CHAMP project to evaluate proposed conditions alternatives. Calculated scour impacts for proposed conditions using SRH-2D outputs.

CDOT, SH60 and SH257 Bridge Study, Milliken, CO. Developed a HEC-RAS model for existing and proposed conditions to be used in a Conditional Letter of Map Revision (CLOMR) submittal. Used SRH-2D hydraulic model to develop flow estimates for multiple split flow reachs. Used flow estimates to supplement HEC-RAS lateral weir capabilities. Developed proposed conditions surface to be used in HEC-RAS analysis using ArcGIS.

FEMA, 2-D Floodway Innovations, Various. Deptuy project manager for a FEMA innovations projects looking at alternative floodway analyses for 2D and coupled 1D/2D models. Lead team of modelers to compile results of various alternatives to facilitate discussion with FEMA on future updates for 2D modeling guidance and standars. Primary author of a 2D Floodway Whitepaper used as background for a FEMA IPT technical group which was responsible for short-term updates to guidance and standards to facilitate 2D model use. Attended meeting at U.S. Army Corps of Engineers Hydrologic Engineering Center to discuss implementation of new floodway analysis tools in HEC-RAS software.

Jessica Barr, EIT

Erosion Control, BMPs, & Low Impact Development

Education
BS, Civil Engineering/ Technology,
Metropolitan State University, Denver

Years of experience
Total: 9
With AECOM: 9

Registrations/Certifications
Engineer in Training (EI)

Location
Denver, CO

Jessica has experience in performing water resource engineering analysis and design, particularly focused on stormwater and transportation drainage

Professional history

Jessica has 9 years of experience performing water resource engineering analysis and design, particularly focused on stormwater and transportation drainage. Her design experience includes, floodplain mapping, bridge hydraulic design, scour analysis, H&H analysis, pond analysis and post-fire mitigation.

Selected project experience

CDOT R4, State Highway 72 Permanent Repairs, Jefferson County, CO. Design Engineer responsible for hydrologic and hydraulic analysis along a 12.5 mile section of the SH72 corridor. The 2013 September floods resulted in disastrous flooding along Coal Creek, which runs parallel to SH72. Sections of roadway and embankment were washed away and numerous infrastructures were severely damaged.

CCD, Upper Sanderson Gulch, Denver, CO. Drainage Lead for the design of storm sewer systems to alleviate flooding along residential neighborhood streets. Project consists of hydrology, hydraulics, and 2D flow analysis.

CDOT, SH119 Park and Ride, Firestone, CO. Drainage Design Lead responsible for the design of transportation drainage components for the expansion of the Regional Transportation District's Park-an Ride parking lot and additional of bus station pullouts. The project consists of closed storm drain systems, culverts and open roadside channels.

CDOT, I-25 Rehab. Stormwater Design Engineer responsible for the design of cross culverts and roadside ditches for the widening of I-25 along 5 miles of highway. The project consists of closed storm drain systems, open roadside channels, and water quality.

CCD, Tennessee & Oneida Storm Sewer Improvements, Denver, CO. Assistant Project Manager and Drainage Lead for the design of storm sewer systems to alleviate flooding along Oneida Street. Project consists of hydrology, hydraulics, pond analysis and crossing of a 72" waterline with a large storm sewer system.

CDOT, C-470 Tolled Express Lanes Segment 1 D/B, Douglas County, CO. Stormwater Design Engineer responsible for the design of transportation drainage components for the widening and addition of tolled express lanes along 13 miles of highway. The project consists of closed storm drain systems, open roadside channels, bridge replacements and water quality.

El Paso County, Post–Fire Mitigation for Waldo Canyon, El Paso County, CO. Design Engineer responsible for the analysis and design of post-fire mitigation improvements. This project consisted of mitigating the impacts from the June 2012 Waldo Canyon Wildfire, which burned approximately 18,000 acres and altered the hydrologic and hydraulic characteristics of the burn area. Improvements included 2,500 feet of channel restoration, drop structures, bendway wiers and, low water crossing.

CDOT, 11th Street Bridge Replacement, City of Pueblo, CO. Design Engineer responsible for designing transportation drainage components for roadway realignment and bridge replacement and extended detention basin for water quality purposes. Prepared drainage plan set, project cost estimate, and drainage report.

Pikes Peak Rural Transportation Authority, Austin Bluffs Parkway Bridge and Roadway Improvements, Colorado Springs, CO. Design Engineer responsible for performing hydrologic analysis and quality control detail checks on drainage facility hydraulics and design.

William Barreire, PE (Vivid Engineering Group)

Geotechnical Engineering

Education
BS Civil Engineering, Colorado State University
MS Geotechnical Engineering, University of Colorado

Years of experience
Total: 28

Location
Colorado Springs, CO

Registrations/Certifications
Professional Engineer: CO, TX, MT, WY, NM, AZ

Mr. Barreire has 28 years of practical experience providing geotechnical engineering, materials testing/inspection, services in the water, transportation, energy, federal, and commercial market sectors

Professional history

Mr. Barreire experience includes a significant amount of drainage related projects for various agencies and municipalities. His expertise includes providing geotechnical engineering services including geologic and hazard mapping, subsurface investigations, recommendations, and design services for slope stability/embankment retention, retaining walls, detention pond design and construction, scour protection, drop structure foundations, and channel armoring ranging from concrete lining, soil cement, and riprap to reinforced earth, erosion mats, and native seeding/vegetative cover.

Selected project experience

Fountain Creek Improvement Projects, El Paso and Pueblo Counties, Colorado. Mr. Barreire was the geotechnical engineer for numerous geotechnical projects within and adjacent to Fountain Creek within El Paso and Pueblo Counties, providing subsurface drilling, test pit explorations, and engineering analysis for the placement, design, and construction of erosion control measures including localized re-grading/filling of the channel, construction of minor fill slopes, placement of grouted rip-rap, and other improvements to decrease hydraulic velocity and maintain channel integrity to protect utility infrastructure. Follow on services will include construction inspection and testing services as well for several of these projects when construction occurs.

Sand Creek Channel and Bank Stabilization/Restoration Projects, Colorado Springs, Colorado. Mr. Barreire served as the geotechnical engineer for various projects within and adjacent to Sand Creek, providing subsurface drilling and engineering analysis for the placement, design, and construction of erosion control measures including localized re-grading/filling of the channel, construction of minor fill slopes, placement of grouted rip-rap, and other improvements to decrease hydraulic velocity and maintain channel integrity to protect utility infrastructure.

Cottonwood Creek PDM Grant Reach, Academy Boulevard to Monument Creek, Colorado Springs, Colorado. The overall project included improving the section of Cottonwood Creek between North Academy Boulevard and its confluence with Monument Creek located just west of Interstate 25. Mr. Barreire led the geotechnical and construction materials testing/inspection services included performing geologic mapping, a subsurface (drilling) investigation and preparation of a geotechnical report presenting the existing conditions, geologic setting, and existing hazard and stability issues. Engineering recommendations were provided for construction/stabilization of slopes, channel bed, hydraulic structures, and armoring of the channel. In addition, an evaluation addressed scour/erosion of bridge abutments and center foundations.

Monument Creek Slope Stability/Bank Erosion Investigation, Monument Creek Drainage Channel located adjacent 3755 Mark Dabling Boulevard, Colorado Springs, Colorado. As part of a geotechnical and geologic hazard study for construction of an addition to an existing manufacturing facility at the above address, Mr. Barreire performed a subsurface investigation, slope stability analysis and bank erosion study. The purpose of the study was to evaluate the potential impact to the proposed expansion from continued erosion/instability of a portion of the bank of Monument Creek that included a sharp bend, located adjacent the subject property. Based on historical flow data and subsurface information, a scour/erosion analysis as well as a global slope stability analysis was performed to help evaluate risk.

Sean Berzins, PE

Trenchless Design

Education
BS, Civil Engineering, Colorado State University, 1992

Years of experience
Total: 26
With AECOM: 13

Registrations/Certifications
Professional Engineer: CO (#33366)

Location
Denver, CO

Sean was selected for this role based on his excellent engineering and leadership skills related to managing a design staff, scheduling, budget control, and client communications.

Professional history

Sean is an experienced project manager and civil engineer with 25+ years of experience in large diameter pipeline planning, design and construction projects. He has managed multidisciplinary teams as a project manager and design lead, overseeing design staff, scheduling, budget control, and client communications. He also specializes as a design engineer of water systems, wastewater systems, hydrology and hydraulics of storm water structures, grading and drainage and transportation engineering. Sean manages project revenue, budgets and workload. He is experienced with staffing requirements to meet current and projected workload. He is also accomplished in providing construction management services and coordination with contractors, utility owners, and municipal agencies throughout the construction period to project closeout.

Selected project experience

Project Manager, Lupton Lakes Inlet/Outlet Works Design, Denver Water, Fort Lupton, CO. Project Manager responsible for managing a multidisciplinary project team in the design of a river inlet and outlet structure, flow metering structure, and conveyance pipeline from the inlet/outlet to the existing storage basins. The initial design phase involved development of the basis of design, including a master plan approach to define future hydraulic facility requirements not included in the final design phase. Final design included 30%, 60%, 90% and final design of a river intake structure and outfall structure, slurry wall penetration and grouting specifications, 54-inch steel and HDPE pipelines, and 54-inch meter and vault. The pipeline design included an 800-foot long TBM tunneling installation. The underground bore was for a 72-inch casing installation under the Colorado Department of Transportation Right-of-Way. The bore penetrated an existing slurry-wall. The design included exterior and internal grouting.

Design Lead, Manitou 30-Inch Waterline Replacement Design-Build, Colorado Springs Utilities, Colorado Springs, CO. The Manitou 30-Inch Waterline Replacement Project was a design build (DB) project to replace an existing cast iron raw waterline for Colorado Springs Utilities (Owner). As a DB project, he worked closely with Colorado Springs Utilities and Wildcat Construction (Contractor) to provide services to relocate nearly 8,500 LF of 30- inch DIP. Delivery of the project included initial design of the pipeline and continuing design efforts during the construction phase. Initial design included survey, utility locates, utility potholing, and geotechnical investigations. Design features included connections to existing pipelines, boring for creek crossings, blowoff valves, air release valves and concrete reverse anchors for thrust protection. The design also included a 400-foot long bored casing through existing bedrock. The jack and bore design was a 25-foot deep installation through bedrock including dewatering and a robust shoring system.

Design Lead, PFAS Collection System and Treatment, Confidential Client, Widefield, CO. Design Lead responsible for leading pipeline design for approximately 21,600 feet of 8- to 16- inch-diameter and approximately 27,500 feet of 24-to 36-inch diameter pipelines as part of this municipal water system project to address PFC/PFAS contamination in the groundwater source of supply. The improvements consist of collection system pipelines to collect water from 34 existing ground water wells and convey the water to two new water treatment plants. The project also included 11 bored crossings of BNSF and Union Pacific railroads and 3 bored crossings of CDOT Right-of-Way. The underground bores were under BNSF Right-of-Way and included permitting with the rail company for installation approval.

Eric Craig, PLS

Survey/Right of Way

Education
HS Diploma, Doherty HS Colorado Springs, CO

Years of experience
Total: 27
With AECOM:23

Location
Colorado Springs, CO

Registrations/Certifications
Professional Land Surveyor, CO

Mr. Craig has 27 years of experience in almost all aspects pertaining to construction, topographic and boundary surveying, including FEMA compliant flood study surveys.

Professional history

Mr. Craig has more than 19 years of experience and is experienced in almost all aspects pertaining to construction, topographic and boundary surveying, including FEMA compliant flood study surveys. His survey responsibilities have included field and office computations, contractor coordination, and on-site surveying. His construction management responsibilities have included as-built surveys, field engineering, cad design, utility coordination, compiling monthly pay estimates, project documentation, and construction inspection of utilities, structures and roadways.

Selected project experience

City of Colorado Springs, Barnes Road Widening, El Paso County, Colorado Springs, CO. Consultant Project Engineer responsible for the field and office management and documentation of the contractor's activities on the project, including the oversite of other consultant personnel. The project consisted of the widening of 1500' of Barnes Rd., an established road with heavy traffic that had to be maintained. Improvements included additional stormwater infrastructures, increased site-lines, curb, and sidewalk.

CDOT, R2, Critical Wall Repair Project, El Paso County, Colorado Springs & Manitou Springs, CO. Senior Field Inspector responsible for the field management, inspection and documentation of the contractor activities on a CDOT critical wall repair project. A portion of the project consisted of disassembling a historical stone wall, constructing a soil nail wall and drainage system behind the historic wall, and reassembling the stone wall to its original appearance. The other portion of the project consisted of shot-blasting, repairing and resealing of the concrete sound wall along SB I-25, between Fillmore St. and Bijou Ave.

Preliminary Design and Right-of-way Survey, Powers Blvd. and Airport Rd., Colorado Springs, CO: In charge of surveying and processing all drainage, utility, right-of-way and general planimetrics for Powers Blvd., from Platte Ave. to Fountain, and Airport Rd., from East Fork Sand Creek to Stewart. The proposed design is to realign Airport and Stewart, and the future design of the interchange for Powers and Airport.

Preliminary Design and Right-of-way Survey, Woodmen Road (Phase 2), Colorado Springs, CO. In charge of surveying and processing all drainage, utility, right-of-way and general planimetrics for Woodmen Rd., from Stinson Rd. to Yellowwood Dr. The proposed design is to widen Woodmen to a 3-lane road and construct a CFI intersection at Union Blvd

Preliminary Design and Right-of-way Survey, El Paso County, CO. In charge of surveying and processing all drainage, utility, right-of-way and general planametrics for transportation corridor studies in El Paso County. Projects included 10 miles Hodgen Road corridor, 2 miles of Proby Parkway (Drennen Rd.) corridor and 10 miles of Meridian Road (North) corridor.

CDOT, H24E Manitou Ave. CBC Emergency Repair Project, El Paso County, Manitou Springs, CO. Assistant Project Engineer/Inspector responsible for the field management and documentation of the contractor activities on a CDOT concrete box culvert removal and replacement project. The project consisted of replacing a collapsed portion of an existing concrete box culvert and the reconstruction of Manitou Ave., which it was under.

City of Colorado Springs, Evans Ave Bridge Replacement, Colorado Springs, CO. Project Engineer responsible for the field and office management and documentation. The project consisted of the removal and replacement of the historic bridge structure, relocation of a HDPE waterline under the channel and re-stabilizing the existing channel.

Griffin Cullen, EIT, CFM

Hydrology and Hydraulic Modeling

Education
B.S., Environmental Engineering, Colorado State University, 2016
B.A., Liberal Arts, Saint Mary's College of California, 2016

Years of experience
Total: 5
With AECOM: 5

Location
Denver, CO

Registrations/Certifications
Fundamentals of Engineering Certificate, Colorado, December 2016
ASFPM Certified Floodplain Manager, Colorado, September 2018

Ms. Cullen primary experience includes design and analysis using hydrologic and hydraulic modeling techniques, as well as river modeling and restoration.

Professional history

Ms. Cullen is a Water Resources Engineer in the AECOM Surface Water Group in Denver with experience in floodplain mapping, flood hazard mitigation studies, and drainage design. Her primary responsibilities include design and analysis using hydrologic and hydraulic modeling techniques, as well as river modeling and restoration. She is proficient in data analysis, technical writing, and creative thinking. Ms. Cullen's studies focused on hydraulic modeling and stream restoration, which included design projects on the Saint Vrain River in Lyons, Colorado.

Selected project experience

Colorado Water Conservation Board (CWCB), Colorado Hazard Mapping Program, Northern Colorado. The Colorado Hazard Mapping Program was initiated in 2015 in order to provide updated flood and erosion risk to communities affected by the September 2013 floods within the Saint Vrain and Big Thompson Hydrologic Unit Code (HUC) 8 Watersheds. Responsibilities on this project include:

- Coordinating with various private and public entities to assemble hydrologic analyses of streams into FEMA compliant Technical Support Data Notebooks (TSDN).
- Performing hydraulic analyses for approximately 80 miles of streams using the USACE HEC-RAS (River Analysis System) software package.
- Delineating floodplains and generating floodways on 10 different streams within the two watersheds.
- Assisting in Flood Insurance Rate Map (FIRM) development and compiling data to comply with FIRM Database technical standards.
- Organizing deliverables for presentation to government agencies, communities, watershed coalitions, and consultants.

Town of Breckenridge, Illinois Gulch Storm Sewer/Sidewalk Rehabilitation Project Phase 1, 2, & 3. The Town of Breckenridge contracted AECOM to perform an alternative analysis on a heavily degraded triple barrel CMP and sagging sidewalks and responsibilities include:

- Performed alternative analysis for repairs using HEC-RAS modeling and communicated with the Town to determine the selected alternative.
- Prepared an engineering's opinion of probable construction costs for the selected alternative as well as draft bid documents.
- Provided construction oversight and coordinated with the contractors on submittals and RFIs.
- Assisted in FEMA Letter of Map Revision (LOMR) submittal by performing the hydraulic analysis, preparing LOMR documentation, mapping, and forms.

Gilpin County Risk MAP, Colorado Water Conservation Board. As part of the Gilpin County Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) Countywide update, all streams were restudied. Responsibilities included:

- Acquiring and processing terrain data for the entire county from multiple sources.
- Analyzing the hydrology using USGS regression analysis, rainfall-runoff modeling, and gage analysis.
- Developing 2D HEC-RAS Rain-on-Grid model for the Base Level Engineering (BLE) streams and 1D HEC-RAS and Storm CAD models for the Enhanced Study reaches.
- Assembling a combined Terrain, Survey, Hydrology, Hydraulics and Floodplain Mapping FEMA compliant Technical Support Data Notebook (TSDN).

Black Forrest Road Widening Corridor Plan, City of Colorado Springs. AECOM was contracted to design the roadway expansion of Black Forest Road

from Woodmen Road to Old Ranch Road. My responsibilities for this project are:

- Analyzing existing hydrologic and hydraulic conditions in accordance with the City of Colorado Springs Drainage Criteria Manual.
- Designing drainage improvements to capture new roadway runoff as well as designing two full spectrum detention ponds that will provide water quality.
- Hydraulically evaluating the existing bridge at Cottonwood Creek to determine existing and proposed freeboard and scour.

6400 South Tributary Stabilization Project, Town of Castle Rock Water Stormwater Division. This project will provide stabilization to the 6400 South Tributary that has experienced erosion issues near infrastructure and recreational facilities that could compromise public safety. Responsibilities included:

- Coordinating with the topographic survey team to acquire channel cross sections, utility locations, structures, and wetland delineation.
- Reviewing existing hydrologic studies of the area and formulating a suggested approach.
- Obtaining the FEMA regulatory model and using this as the basis for a hydraulic analysis of up to three design alternatives. This model will be compliant with CLOMR and LOMR requirements.
- Communicating permitting strategies to the Town in order to successful stabilize the stream while still sustaining the environmental integrity of the site.

Hover Development Company, LLC, 1901 South Hover Street Development Project CLOMR. This project worked to reassess the existing complex hydraulics through three parallel bridges and three parallel roadway/railroad embankments that define the flood hazards along Left Hand Creek near the project site before assessing the impacts from the proposed site development. Responsibilities included:

- Performed 2D HEC-RAS hydraulic analysis to determine split flow paths, split flow amounts, and overtopping flow amounts between the bridges and embankments.
- Calibrated the regulatory 1D model to include a new encroachment study along each split flow using results from the 2D hydraulic analysis.
- Prepared the Conditional Letter of Map Revision (CLOMR) documentation, mapping, and forms in accordance with current FEMA standards.

Joel Jones, PE

Stormwater Master Planning

Education
MS, Civil Engineering, University of Colorado, Denver, 2007
BS, Civil Engineering, University of Colorado, Denver, 1993

Years of experience
Total: 20
With AECOM: 12

Location
Denver, CO

Registrations/Certifications
Professional Engineer, Colorado, #33916
Professional Engineer, Wyoming, #13561
Professional Engineer, Arkansas, #15190
Professional Engineer, New Mexico, #21804

Mr. Jones has more than 20 years of experience in civil engineering with technical knowledge in both water resources and geotechnical engineering.

Professional history

Mr. Jones has considerable experience in the analysis and design of stormwater control projects involving: dams; bridges; culverts; channels and channel stabilization structures; mine tailing storage facilities; mine heap leach pads; mine process water ponds; mining stormwater permitting; SPCC, NPDES and NEPA permitting; hydrologic and hydraulic analysis; and work in FEMA regulated waterways

Selected project experience

City of Casper, Stormwater Master Plan, Casper Wyoming. Design Engineer and Hydrologist for the Stormwater Master Plan for tributary watersheds to the North Platte River within the city. The plan summarizes the existing hydrologic, hydraulic and water quality conditions and that can be used as guidance for future water resources development in the area. Hydrologic and hydraulic analysis on the planning level for 12 sq. mi. catchment using InfoSWMM hydrologic and hydraulic models. Deliverables include a final plan and separate Water Quality report on the Cities' NPDES MS4 permit. Responsible for hydrologic and hydraulic designs, preparation of alternatives and final CIP, client contact, and staffing.

City of Delta, Stormwater Master Plan, Delta, Colorado. Project Manager for a master drainage plan that summarizes the existing hydrologic, hydraulic and water quality conditions and that can be used as guidance for future water resources development in the area. Hydrologic and hydraulic analysis on the planning level for 64 sq. mi. catchment using HEC-HMS, HEC-RAS and XPSWMM hydrologic and hydraulic models. Deliverables include a final report with a CIP plan and a separate water quality memorandum outlining the needs of the city for their upcoming NPDES MS4 permit. Responsible for hydrologic and hydraulic designs, preparation of alternatives and final CIP, client contact, and staffing

City of Gillette, Stormwater Strategic Plan, Gillette, Wyoming. Task Lead for the Stormwater Master Plan Task for two watersheds within the city. The plan summarizes the existing hydrologic, hydraulic and water quality conditions and that can be used as guidance for future water resources development in the area. Hydrologic and hydraulic analysis on the planning level for a 64 sq. mi. basin using InfoSWMM hydrologic and hydraulic models. Deliverables include a final plan and a separate water quality memorandum outlining the needs of the city for their upcoming NPDES MS4 permit. Responsible for hydrologic and hydraulic designs, preparation of alternatives and final CIP. Task lead also for the Stormwater Criteria Manual revision/rewrite. Update to the 1978 Criteria manual with complete new sections on policy, rainfall and runoff, streets and storm structures, water quality and BMP selection.

City of Boulder, WRRF Levee Repair in Colorado, USA. Professional Sealing Engineer for preparation of plans for levee repair. This fast track project provided the City of Boulder with designs to repair a 6-inch diameter waterline and levee that was damaged when the waterline broke under the levee. The plans were delivered in time for construction in the early spring before potential floods. The levee surrounds and protects the City's Water Resource Recovery Facility and a 24-inch diameter sanitary sewer pipeline lies above the water line and in the levee. Design included the levee repair earthwork drawings and specifications, water line replacement drawings, and sanitary sewer line replacement drawings. A second project will provide support for the levee repair portion of the construction.

Kevin Kullman, PE

Resident Engineering & Construction Administration

Education
BS Civil Engineering, Colorado State University, 2009

Years of experience
Total: 14
With AECOM: 5

Location
Colorado Springs, CO

Registrations/Certifications
Professional Engineer, Colorado, #48870

Kevin has assisted design teams with development of construction schedules to assist with design functions including development of time counts, constructability reviews, construction cost estimates, and plan and specification reviews.

Professional history

Mr. Kullman has 14 years of experience in the engineering industry with a diverse and progressive focus in construction administration, project management, and program management on various projects across Colorado for numerous municipalities and public agencies. His varied and extensive background as a construction manager includes delivering many successful municipal and CDOT projects in urban, rural, and freeway corridors including roadway reconstructions, ADA ramp construction, multi-agency coordination, utility relocations and coordination, stormwater and drainage installations, and substantial public involvement efforts.

Selected project experience

City of Colorado Springs, Barnes Road Improvements, Colorado Springs, CO. Project Manager. Kevin's was responsible for oversight of the AECOM project team, coordination with the City Project Manager, assistance with complex construction issues, and occasional field inspection and project engineering duties as a backup to the full-time project engineer. The project included a vertical curve correction, asphalt reconstruction of Barnes Road from the Homestead Trail crossing to Powers Boulevard to accommodate turn lanes, new sidewalks and ADA ramps, a center median, curb and gutter, coordination of multiple utility relocations, and a new storm sewer system. Also included was a new signalized intersection at Barnes Road and Rio Vista Drive/Chaparral Road, and the reconstruction and widening of Chaparral Road between Barnes Rd and Jeffery Road.

City of Colorado Springs, Vermijo and Sierra Madre Streetscape, Colorado Springs, CO. Construction Management Supervisor. Vermijo Avenue, from the base of the U.S. Olympic and Paralympic Museum at Sierra Madre Street and extending east will be transformed into a wide, pedestrian and business-friendly street that will become downtown Colorado Springs's second "Signature Street" after Tejon Street. Kevin managed AECOMs' construction management project team, coordinating with the City's and AECOM's project managers as well as Norwood's construction manager to verify proper staffing, construction phase budget management, and team performance.

Colorado Department of Transportation, FY 19 Pikes Peak Area Traffic Signal Replacement, Colorado Springs, CO. The project included replacing traffic signals at four intersections in Colorado Springs and one intersection in Fountain, including replacing pedestrian ramps and sidewalk to ADA compliance at all five locations. Coordination was required between the AECOM project team, CDOT, Colorado Springs, and CSU to effectively manage the project. Responsibilities included proactive communication with the CDOT Resident Engineer to verify staffing needs and performance, budget tracking, and coordination with the AECOM staff.

Subsurface Utility Engineering Program Manager, Statewide. Program/Department Manager. Managed and provided technical guidance to a staff of 20 engineers and technicians, providing Subsurface Utility Engineering plans to numerous cities and counties as well as the Colorado Department of Transportation. Kevin coordinated with the municipalities, designers, and other stakeholders to provide complete and accurate plans to assist in minimizing cost and potential delays on transportation projects across the state.

C470 Managed Lanes, CDOT, Douglas County, CO. Assistant Project Administrator. The C470 Managed Lanes project is adding Express Lanes along 12.5 miles of C470 from I-25 to Wadsworth

Boulevard, including widening and replacement of bridges, new concrete roadway, and installation of ITS elements and tolling equipment. Kevin coordinated work with field and office staff, assisted with project design review, reviewed working drawings, provided guidance to construction assessors, and provided field assessments during construction. 2018

I-25 Belleview to County Line Resurfacing, CDOT, Arapahoe County, CO. Consultant Project Manager. The project included bridge deck repairs, new overhead sign installation, and a mill and overlay from E-470 to Belleview Avenue. Kevin coordinated with the client and the Consultant Project Engineer to ensure sufficient and proper staffing, reviewed and contributed to change orders, provided guidance and expertise on technical issues and construction elements, and participated in discussions with the contractor on solutions to project-level disagreements.

University Boulevard from Arapahoe to Hampden Resurfacing, CDOT, Arapahoe County, CO. Consultant Project Manager. The resurfacing project included a deck replacement at Big Dry Creek, signal replacements, and a mill and overlay from Arapahoe Road to Hampden Avenue. Kevin managed the consultant staff and contract for the project and worked with the client to keep adequate staffing and provided input on unique or difficult field issues.

Region 1 Curb Ramps Phase 1, CDOT, Region Wide. Assistant Project Engineer/Consultant Project Manager. Kevin served as the subject matter expert and Assistant Project Engineer, providing oversight to the field staff, negotiating change orders, and preparing progress estimates on this project which replaced over 50 curb ramps across the Denver metro area.

Colorado Department of Transportation, US 287 Resurfacing – 120th South, Westminster, CO. Project Engineer/Consultant Project Manager. This project was centered around resurfacing a three-mile stretch of Federal Boulevard from 92nd Avenue to 120th Avenue with approximately 25,000 Tons of hot mix asphalt, deck rehabilitation of the structure over Niver Canal, and over 100 curb ramps. Kevin was the Engineer in Responsible Charge for the project, managing the construction of the project, coordinating with adjacent municipalities, coordinating public involvement, and also managed and reviewed the design of approximately 60 curb ramps by both CDOT and consultant staff during construction.

RTD, 15L Transit Improvements Project Cost Estimating, Denver, CO. Project Manager. Provided a complete plan set review and full quantity take-offs and cost estimation for RTD's $9M 15L Transit Improvements project, which consisted of improved sidewalks and ADA curb ramps, new bus pads, replacement of bus structures, asphalt paving, and new communications infrastructure. Kevin coordinated with both the design team, the RTD project management staff, and internal project staff to accurately produce the construction cost estimate.

Colorado Department of Transportation, Federal Boulevard over BNSF Bridge Replacement, Westminster, CO. Project Engineer and Consultant Project Manager. The project included new full-depth HMA paving, new curb ramps, and replacement of the structural deficient and functionally obsolete bridge over the BNSF railway in this urban corridor. Kevin reviewed all constructor submittals, managed and directed construction inspectors, oversaw girder erections and bridge demolitions and reviewed safety critical plans, and coordinated with the local stakeholders including the City of Westminster and Adams County.

I-225 RAMP Bridge Decks, CDOT, Aurora, CO. Project Engineer. Kevin served as the Engineer in Responsible Charge for this project which included deck rehabilitation, expansion joint replacement, and a polyester concrete overlay on seven structures along the I-225 corridor. He was responsible for all construction administration and management of construction staff and reviewed and prepared monthly progress estimates, change orders, and RFI's.

PAR 1109 South Entrance Bridge Construction, Metro Wastewater Reclamation District, Commerce City, CO. Assistant Project Engineer. The project included a new asphalt intersection, a two-span bridge over the South Platte River, new drainage and stormwater features, and over one half mile of concrete pavement. Kevin's role was to oversee and coordinate all construction, review construction submittals including girder erection plans, negotiate and write change orders, and run monthly progress estimates.

Leylin Marroquin, PE, CFM

Stormwater Infrastructure Design/Hydrology and Hydraulic Modeling

Education
BS, Civil Engineering,
Bucknell University, 2014

Years of experience
Total: 7
With AECOM: 7

Registrations/Certifications
PE, CO,55805
CFM, US-19-11304

Location
Denver, CO

Ms. Marroquin has experience in erosion control design, drainage design, stream restoration, water quality, flood hazard analysis and mapping and construction inspection.

Professional history

Ms. Marroquin has experience in erosion control design, drainage design, stream restoration, water quality, flood hazard analysis and mapping and construction inspection.

Selected project experience

CDOT R4, State Highway 72 Permanent Repairs, Jefferson County, CO. Design Engineer responsible for hydrologic and hydraulic analysis along a 12.5 mile section of the SH72 corridor. The 2013 September floods resulted in disastrous flooding along Coal Creek, which runs parallel to SH72. Sections of roadway and embankment were washed away and numerous infrastructures were severely damaged.

CCD, Upper Sanderson Gulch, Denver, CO. Drainage Lead for the design of storm sewer systems to alleviate flooding along residential neighborhood streets. Project consists of hydrology, hydraulics, and 2D flow analysis.

CDOT, SH119 Park and Ride, Firestone, CO. Drainage Design Lead responsible for the design of transportation drainage components for the expansion of the Regional Transportation District's Park-an Ride parking lot and additional of bus station pullouts. The project consists of closed storm drain systems, culverts and open roadside channels.

CDOT, I-25 Rehab. Stormwater Design Engineer responsible for the design of cross culverts and roadside ditches for the widening of I-25 along 5 miles of highway. The project consists of closed storm drain systems, open roadside channels, and water quality.

CCD, Tennessee & Oneida Storm Sewer Improvements, Denver, CO. Assistant Project Manager and Drainage Lead for the design of storm sewer systems to alleviate flooding along Oneida Street. Project consists of hydrology, hydraulics, pond analysis and crossing of a 72" waterline with a large storm sewer system.

CDOT, C-470 Tolled Express Lanes Segment 1 D/B, Douglas County, CO. Stormwater Design Engineer responsible for the design of transportation drainage components for the widening and addition of tolled express lanes along 13 miles of highway. The project consists of closed storm drain systems, open roadside channels, bridge replacements and water quality.

CDOT, 11th Street Bridge Replacement, City of Pueblo, CO. Design Engineer responsible for designing transportation drainage components for roadway realignment and bridge replacement and extended detention basin for water quality purposes. Prepared drainage plan set, project cost estimate, and drainage report.

Pikes Peak Rural Transportation Authority, Austin Bluffs Parkway Bridge and Roadway Improvements, Colorado Springs, CO. Design Engineer responsible for performing hydrologic analysis and quality control detail checks on drainage facility hydraulics and design.

Colorado Springs Utilities, Woodmen Road Corridor Improvements Project Phase II, Pikes Peak Rural Transportation Authority, Colorado Springs, CO. Design Engineer responsible for designing storm drainage systems and water quality pond for approximately 1.5 miles of roadway related to the widening of Woodmen Road, a major east/west corridor within Colorado Springs. The project included widening Woodmen from two lanes to three continuous lanes in each direction from I-25 to east of Woodmen Commons and the replacement of the existing Woodmen Road/Academy Boulevard intersection with a grade-separated interchange. Prepared drainage plan set, project cost estimate, and drainage report.

Jeff McKelvey, PLA, ASLA, ENV SP

Landscape Architecture & Urban Planning

Education
BS, University of Georgia
MSRECM, University of Denver

Location
Denver, CO

Years of experience
Total: 17
With AECOM: < 1

Registrations/Certifications
Landscape Architect, Colorado, LA.0000780
CLARB Certified
Envision Sustainability Professional (ENV SP)

Jeff brings nearly 20 years of experience in landscape architecture, planning and urban design across a broad range and scale of project types, both domestic and international.

Professional history

Jeff has experience in all relevant areas of site planning and design, including master planning, site analysis, conceptual design, detailed site design, construction documentation, and implementation. His primary areas of expertise include integrated project delivery, construction feasibility and implementation, with a strong track record of working effectively through all phases of a project lifecycle to deliver projects that exemplify excellence in design, sound technical execution, and commitment to sustainability. Recognized as a senior contributor and technical lead with expertise in constructability and integrated project delivery, Jeff has played an integral role in delivering high-profile streetscape and public realm projects.

Selected project experience

16th Street Mall Improvement Project, Denver, CO, Technical Lead for Landscape Architecture. The iconic 16th Street Mall, originally constructed 1982, is one of the longest pedestrian malls in the world at 1.2 miles and nearly 18 blocks in length. The Mall is a regional destination for commercial and cultural activities in Downtown Denver and serves as a last mile connection between the transit hubs at Union Station and Civic Center Park. The project will utilize state and local funds as well as U.S. Department of Transportation (USDOT) grant funds to reconstruct and renovate the 16th Street Mall to increase opportunities for public use of the Mall as an iconic civic space while also addressing the deteriorating infrastructure, improving safety, and maintaining transit operations. Responsible for oversight of the public realm design process of the 16th Street Mall Improvement Project. Managed the production of technical documentation related to the public realm during the procurement phase, specifically regarding construction feasibility and quality control. Advised the design team on integrating cost considerations and construction sequencing into the design process. Coordinated design efforts with project stakeholders including the Downtown Denver Partnership, City and County of Denver, Federal Transit Administration (FTA), Regional Transportation District (RTD), and the Denver Urban Renewal Authority (DURA).

Denver Water Operations Complex Redevelopment – Denver, CO. The Denver Water Operations Complex project represents the redevelopment and modernization of a 34.6-acre water utility operations complex that has been in operation since 1881. The redevelopment features a new 190,000 SF Administration building along with seven other completely new facilities including new Fleet Services, Meter Shop, Trades, Warehouse and Wellness buildings, a 490-space parking garage, and a renovated conference and training center adapted from the 132-year-old Three Stone pumping station. Eight buildings within the complex have been awarded Platinum, Gold, and Silver levels of LEED certification. Serving as the lead landscape architect, my responsibilities included providing full landscape architectural services from schematic design through construction documentation and implementation.

Horizon Uptown – Aurora, CO. Horizon Uptown is a proposed 500-acre mixed-use, sustainable community development located on the southwest corner of Interstate 70 and E-470 in the eastern suburbs of the Denver metro area. Developed by Lendlease Communities, the estimated $1.7 billion project would feature 3,800 residential units, 2.9 million square feet of office space, 1.25 million square feet of retail, lodging and restaurant space, 60 acres of parks, a variety of recreational amenities, and a K-8 school built out over a period of 25 years. Serving as the lead landscape architect, my responsibilities included providing full landscape architectural services including schematic design, design development, and construction documents including site plans,

planting plans, construction details and specifications for the Phase 1 streetscapes, pocket and neighborhood parks, as well as the first phase of the Central Park.

Colorado Department of Transportation (CDOT) Region 1 Headquarters – Denver, CO. The Colorado Department of Transportation (CDOT) Region 1 Headquarters is a five-story, 175,000 square foot office building in the Sun Valley neighborhood just southwest of Downtown Denver. The $45 million facility includes a 400-space parking garage and features a high-quality public plaza space that engages nearby transit and is the face of the new facility. The 2.98-acre transit-oriented development (TOD) site immediately adjacent to the RTD Decatur-Federal station offers direct access to light rail and several major bus lines. The site is also adjacent to the Lakewood Gulch and Platte River recreational trail systems. Provided technical design and construction documentation services in my role as project landscape architect.

Greeley Downtown Streetscape Improvements – Greeley, CO. $2.6 million infrastructure project led by the Greeley Downtown Development Authority to revitalize the downtown commercial district. Funded through a public-private partnership between the city of Greeley and downtown property owners, the project focused on modifying the Eighth and Ninth Street pedestrian plazas to re-open them to one-way traffic and increase visibility and access to the businesses, construction of a walkway across Lincoln Park designed to draw Union Colony Civic Center and Recreation Center patrons to downtown shops and restaurants, new streetscape and lighting improvements along Eighth Avenue, and the creation of 200 additional parking spaces within the downtown commercial district. Provided full landscape architectural services from concept through construction documentation and implementation in my role as project landscape architect.

Buffalo Mountain Ranch – Silverthorne, CO. Proposed upscale, private golf-course community planned for the east side of Highway 9 in Silverthorne on 523 acres extending from the Blue River to the National Forest boundary, featuring more than 350 home sites surrounding an 18-hole golf course. Provided master planning services in my role as project landscape architect.

Brysen Mustain, PG (Vivid Engineering Group)

Geotechnical Engineering

Education
BS, Geology, Adams State College

Years of experience
Total: 17

Registrations/Certifications
Professional Geologist: CO, WY

Location
Colorado Springs, CO

Mr. Mustain has over 17 years of experience with geotechnical, environmental, and geological engineering projects

Professional history

Mr. Mustain experience includes numerous field and subsurface investigations, project engineering, and project management involving geotechnical investigations and geologic hazard evaluations for commercial, industrial, and infrastructure projects. In addition, his experience includes a significant amount of creek channel/drainage improvement related projects for various agencies and municipalities along the Colorado Front Range, including the City of Colorado Springs, Colorado Springs Utilities, El Paso County, and Fountain Creek Watershed. Mr. Mustain has also overseen exploratory drilling services for a variety of investigations and gained considerable experience with a number of drilling techniques, as well as installation of piezometers to monitor groundwater levels and inclinometers to monitor slope movements.

Selected project experience

Cottonwood Creek Slope Stabilization – Colorado Springs, Colorado. Mr. Mustain served as the Engineering Geologist for an extensive geologic/geotechnical investigation of a major urban drainage with numerous unstable soil and rock slopes protecting a major Colorado Springs Utilities' sanitary sewer infrastructure. Project-specific geologic mapping, subsurface drilling services, global slope stability analyses using the program SLOPEW®, and geotechnical recommendations were prepared for design of slope improvements. The design remediation included a permanent rock bolt/soil nail system tied into a temporary micropile system, grouted rip-rap toe protection, and channel re-grading to stabilize an existing slope being undercut by erosive hydraulic forces.

Monument Creek Slope Stability/Bank Erosion Investigation – Monument Creek Drainage Channel located adjacent Goose Gossage Park, Colorado Springs, Colorado. Mr. Mustain served as Project Geologist, providing geotechnical engineering services for one phase of design and construction in a major drainage extending through a major urban and recreation area. The services provided included subsurface drilling, geologic mapping, slope stability analyses, and engineering analysis for the placement, design, and construction of erosion control measures including rip-rap slopes, drop structures, and cut-off walls.

Channel Stabilization Projects – Monument Creek at Woodmen & Commerce, Douglas Creek at Mark Dabling Blvd., Cheyenne Creek at Motor Way, and Monument Branch located west of Voyager Parkway - Colorado Springs, Colorado. Mr. Mustain served as the Engineering Geologist for geotechnical investigations performed to support design and construction of new grade control (drop) structures within portions of the above-mentioned creek channels in Colorado Springs. The services provided included subsurface drilling and engineering analysis for the placement, design, and construction of localized re-grading/filling of the channels, construction of fill slopes, placement of grouted rip-rap, and other improvements to decrease hydraulic velocity and maintain channel integrity.

Camp Creek Channel Stabilization at Garden of the Gods Park – Colorado Springs, Colorado. Mr. Mustain served as the Engineering Geologist/Project Manager for a geotechnical investigation performed to support design and construction of channel stability improvements along Camp Creek in the vicinity of Garden of the Gods Park. Mr. Mustain provided subsurface drilling and information along the channel alignment to support design of localized re-grading/filling of the channel, construction of minor fill slopes, placement of grouted rip-rap, and other improvements to decrease hydraulic velocity and maintain channel integrity.

Craig Parent, PE, SE

Structural Design

Education
BS, Civil Engineering/ Technology,
Metropolitan State University, Denver

Years of experience
Total: 25
With AECOM: 25

Registrations/Certifications
Engineer in Training (EI)

Location
Denver, CO

Mr. Parent is experienced in many facets of bridge and structural engineering including finite element analysis, seismic analysis, reinforced and prestressed concrete, structural steel, complex drainage structures and project management.

Professional history

Mr. Parent is experienced in many facets of bridge and structural engineering including finite element analysis, seismic analysis, reinforced and prestressed concrete, structural steel, complex drainage structures and project management. These interests have been extensively applied in his work with AECOM in bridge design and rehabilitation; design-build and other fast track projects; and earthquake risk analysis.

Selected project experience

CDOT, 2013 Colorado Flood Disaster Repair Project, Colorado. Local Agency representative for Boulder County for damage assessments and repair reimbursement. Boulder County has over 20 sites that were damaged in the federally declared flood disaster that caused an estimated $7000M in damages throughout Colorado. Provided site assessments for an estimated $50M in damages including severe damage to a 10 mile stretch of Lefthand Canyon Drive and two bridge replacements. Assessments included site visits and developing repair scope and cost estimates for FHWA reimbursement. Providing design oversight which includes Lefthand Canyon and the East County Line Road and Sunset Street Bridges over St. Vrain Creek.

Colorado Department of Transportation SH55 over S. Platte River Streambank Stabilization Project. Project Manager for the design of a 745 foot steel sheet pile wall with a timber facing on the south streambank as well as a 258 foot guidebank on the north streambank which includes a steel sheet pile wall. The purpose of the south sheet pile wall is to prevent lateral stream migration and ultimately scour damage to the south abutment of the SH55 Bridge over the S. Platte River. The north guidebank will provide additional protection for the north abutment while funneling the stream under the primary bridge spans. These structures will provide resiliency to future flood events similar to the 2013 and 2015 Colorado floods.

West 11th Street Bridge Replacement, Pueblo, Colorado. Engineer of Record for a 3-span precast prestressed concrete bridge over Wild Horse Creek. Provided an independent design check of the superstructure and foundations which was complicated by an estimated 100-yr. scour depth of over 20 ft. at the abutments. Providing post-design services for this project under construction in 2017. This was a CDOT Region 2 Local Agency Project.

CDOT Region 3, US40 Sage Creek Bridge Replacement, Colorado. Project manager for the replacement of a timber bridge built in 1933 with a 20’ x 10’ reinforced concrete box culvert. The project included approximately 1500’ of roadway reconstruction that corrects existing geometric deficiencies. The project also includes phased construction, hydraulic design; stormwater management plans; project control survey and right-of-way survey. This project is part of a blended team with CDOT who performed geotechnical engineering, utility coordination and environmental services.

Colorado River Water Conservation District, Ritschard Dam Tower Bridge, Kremmling, Colorado. Lead structural engineer for the inspection, structural analysis, and evaluation of the Ritschard Dam Tower Bridge. The tower bridge is an existing steel structure that provides access to the intake tower of Wolford Mountain Reservoir from the crest of Ritschard Dam. The bridge consists of four, simply supported spans with a reinforced concrete deck and reinforced concrete substructures. The evaluation summarized the movement of the bridge and provides recommendations for maintaining stability in the near term as well as potential future rehabilitation measures.

Edward Parks

Public Outreach

Education
MA, Urban & Environmental Planning (Hons), Griffith University, 2010
BA, History, Ohio University, 2004

Years of experience
Total: 13
With AECOM: 3

Location: Denver, CO

Ed is senior planner with 13 years of experience in transportation planning. He has led or played a key role in several large-scale public involvement programs.

Professional history

Ed has 13 years' experience in transportation planning and has played a key role in large scale capital improvement programs and projects. Ed is currently the program manager for the Colorado Department of Transportation Division of Transit and Rail's Senate Bill 267 Transit Program. In this role he is leading the development of a Mobility Hub Handbook, Mobility Hub Area Plans, stakeholder engagement strategies and policy development for the division. Prior to joining AECOM, Ed was stationed within the Illinois Tollway's Planning Department to work on the Tollway's $14B Move Illinois Capital Program.

Selected project experience

Colorado Department of Transportation, Division of Transit and Rail Program Management. Program Manager leading the development of CDOT's Mobility Hub Handbook, sub-sequent Mobility Hub Area Plans and stakeholder development to identify hub locations. In addition to the work on these key deliverables Ed is leading the strategy and development of the Divisions first capital program under Colorado Senate Bill 267 funding. This includes the identification potential transit projects and coordination with key stakeholders around the state of Colorado.

Boulder County, US 287 Bus Rapid Transit Feasibility Study, Boulder, Colorado. Public involvement lead to study the feasibility of implementing Bus Rapid Transit services along the US 287 corridor. Study recommendations will outline transit and multimodal improvements along the corridor. In addition, station improvements will be identified for further evaluation in the next phase of the project.

Colorado Smart Cities Alliance, Mobility Evolution Initiative, Englewood, Colorado. Project Manager leading the study of 7 Regional Transportation District light rail stations along the Southeast corridor to determine the best station to implement smart mobility tools to enable the launch an automated shuttle service. The shuttle service will help alleviate first and last mile issues at the stations and improve transit ridership. A key portion of the study is an examination of first and last mile strategies at each station.

US 34, 35th and 47th Interchange Improvement Project, Colorado Department of Transportation Region 4 and City of Greely. Ed is the Public Involvement Task Lead for the project. This includes the planning and management of open house meetings and communication materials.

Peyton Transportation and Drainage Master Plan, Peyton and El Paso County, Colorado. Ed is the Public Involvement Task Lead for the project. This includes the planning and management of open house meetings and communication materials.

Vine and Lemay BNSF Intersection Improvements, City of Fort Collins. Ed was the Public Involvement Task Lead for the project. This included the planning and management of open house meetings and communication materials.

Statewide Transportation Systems Management and Operations Planning, Colorado Department of Transportation, Denver, Colorado. As Project Manager, Ed led a team in the development of a planning and project prioritization methodology for the CDOT Division of Transportation Systems Management and Operations. The prioritization tool will enable the division to better determine project return on investment and track corridor performance.

Investing 4 the Future Program Management, Wheat Ridge, Colorado. Ed conducted a review of the socioeconomic and the environmental justice sections within the Wadsworth Boulevard Widening Project Environmental Assessment for the City of Wheat Ridge.

Celeste Raine, PE

Civil Design

Education
BS, Construction Engineering,
Iowa State University

Years of experience
Total: 21
With AECOM: 11

Location: Denver, CO

Registrations/Certifications
Professional Engineer, Colorado
Project Manager Certification

Celeste's background in the construction industry has shaped her design that focuses on constructability, cost, and schedule.

Professional history

Celeste performs the duties of a Roadway Team Lead and Transportation Project Manager for the Roadway Group located in Colorado Springs, CO. She has 21 years of experience in civil and construction engineering at various locations in the United States. Her background in the construction industry has shaped her design that focuses on constructability, cost, and schedule. These skills along with her meticulous attention to detail have provided a well-rounded approach to her transportation design.

Selected project experience

City of Colorado Springs, Pikes Peak Avenue Reconstruction, Colorado Springs, Colorado. Project Manager. Celeste led the design for the pavement reconstruction of 1.25 miles of Pikes Peak Avenue from Shooks Run to Printers Parkway. Design will remove and replace deteriorating pavement, curb and gutter, sidewalk, and driveways along the corridor. Design has included practical and cost-effective solutions to improve the driver experience by reducing cross slope, and eliminating jarring grade changes in intersections. Celeste coordinated with project stakholders, (Nor'wood and CSDB), and multiple business and residential owners throughout the corridor.

City of Pueblo, Lime Road Realignment, Pueblo, Colorado. Project Manager. The goal of this project was to realign Lime Road over the BNSF and UP railroad tracks, and improve access to the adjacent businesses. Design included roadway geometry adjustments to improve sight distance and safety for vehicles and trains. The design team adjusted vertical geometry to minimize impact to the landscaping, signage and gates for these adjacent businesses. The design refinements allowed for reduced construction and easement costs. Celeste accelerated the schedule to accommodate railroad construction and meet the client's construction timeframe.

City of Pueblo, Union Avenue Bridge Pre-Scoping Report, Pueblo, Colorado. Project Manager. Celeste served as the Project Manager for a prescoping report of the Union Avenue Bridge. The bridge was built in 1925 and is a 568' long, 3-span structure that spans the Arkansas River and Pueblo Railyard. This bridge serves as an important link between South Pueblo and Downtown. The City has determined that rehabilitation measures will no longer provide significant long term benefits and replacement is required. The report serves as a roadmap to the City for a funding strategy, which documents design constraints and construction implementation plan.

CDOT Region 4, SH 144 Realignment, Fort Morgan, Colorado. Project Manager. A portion of the highway was completely destroyed during the September 2013 Flood event in Colorado. This project realignes nearly 2 miles of SH 144 away from the 100-year floodplain of the South Platte River. Celeste led the project team and coordinted directly with FHWA, CDOT, and a subconsultant team.

City of Pueblo, W 11th Street Bridge, Pueblo, Colorado. Project Manager. 11th Street Bridge is currently under construction and expected to be complete by late summer of 2017. Celeste Raine served as the Project Manager starting in February of 2012. Over the course of this multi-year project she led the team, adjusting to changing expectations with a positive outlook. She coordinated with stakeholders and agencies including: Pueblo Conservancy District, U.S. Army Corps of Engineers (USACE), City of Pueblo Wastewater Department, Private Utility Companies, adjacent property owners, and CDOT. On many occasions stakeholder interests misaligned with project goals causing conflict and distrust. Celeste

led the project team through these challenges by listening to concerns, offering solutions, and never giving up hope for a resolution.

City of Colorado Springs, Fillmore Street, Colorado Springs, Colorado. Assistant Project Manager. Celeste is completing design and plans for improvements to Fillmore and Chestnut Street in Colorado Springs. The design changes a once very confusing 6-point intersection to two typical 4-point intersection. Chestnut Street will be relocated to the west to form a new signalized intersection and create separation from the nearby I-25 on/off ramps. The steep topography along the existing Fillmore Street created a challenge for the project. The design had to balance the existing commercial and residential driveways, while improving the safety of the existing site grades. During Construction, she managed RFI's and Notice of Design Change Documents. One significant change included the adjustment of design elements to match an adjacent CDOT project.

El Paso County, Meridian Road, El Paso County, Colorado. Deputy Project Manager. Worked on the final design plans for over a mile of overlay and replacement of Meridian Road in El Paso County. Working with the County goals, alternatives were developed and construction estimates provided. The final design included a structural overlay of a portion of the roadway which was found to meet geometric design standards, saving the client over a million dollars. A complete removal and replacement of a portion of the road was needed meet vertical sufficiency for a design of 65 mph

CDOT R2, Powers Boulevard Widening at Airport/Stewart, Colorado Springs, Colorado. Deputy Project Manager for design of CDOT R2 project involving widening of Powers Boulevard (SH 21) to six lanes from Fountain Blvd to Platte Ave. The design included reconfiguration of Airport Rd and Stewart Ave to remove a traffic signal, simplify an intersection, and improve traffic flow into and out of Peterson Air Force Base. Utility coordination and relocation planning with existing and future utilities within the corridor. Working with CDOT to develop utility agreements with impacted utilities

City of Woodland Park, On-Call Contract, Woodland Park, Colorado. Project Manager for On-Call Engineering and GIS Services contract. Worked directly with City staff to develop and manage a wide range of tasks. Tasks include GIS support and development, floodplain analysis, development review, seismic evaluations, roadway rehabilitation, ROW plat review, storm sewer design, traffic analysis, and traffic study.

CDOT R3, Grand Lake Pre-Scoping Report, Colorado. Project Manager. Developed a pre-scoping report for bridge structure D-13-A, which lies on US 34 over the North Fork of the Colorado River in Grand Lake. The bridge recently received a structurally deficient rating of 42.8, and is eligible for Bridge Enterprise Funds. The pre-scoping report provided a concept level analysis of the structure to assist in securing funding. Celeste coordinated the efforts of the structural, roadway, traffic and phasing, hydraulic, utility, ROW and environmental disciplines for report. The pre-scoping report included: 1) evaluation of whether the structure should be rehabilitated or reconstructed, 2) provided a technical summary of the unique critical issues for design and construction and 3) provided a schedule, estimate, and project delivery recommendation for the structure.

CDOT R2, Lamar Reliever Route, Lamar, Colorado. Deputy Project Manager. Coordinator for design of nearly 10 miles of new CDOT R2 highway for this Ports-to-Plains corridor around the City of Lamar. The new route replaces the existing US 287 and US 50 highways that pass through the City, ultimately with a 4-lane free-flow high-speed reliever route for truck traffic continuing past Lamar. The project includes three ultimate interchange locations. Working with CDOT R2 to evaluate cost-effective interim solutions, for a phased implementation approach to the project. Celeste is coordinating with the City of Lamar, Prowers County, BNSF, Public Utility Commission, several local economic development councils, Colorado State Patrol (Port of Entry), and local business owners to develop interchange solutions that uphold their economic success and promote a prosperous downtown.

City of Colorado Springs, Vermijo and Sierra Madre Streetscape, Colorado Springs, CO. Project Manager. This project has redeveloped a once-blighted City core to an enhanced streetscape which will position the area as a public space for celebrations, festivals, and year-round activities. "Smart" strategies were implemented in the project's parking, wayfinding, security, sustainability, lighting and acoustic features. Developed several design charrettes to determine guiding principles for the project.

KC Robinson, PE

Hydrology & Hydraulic Modeling

Education
BS, Civil & Environmental Engineering, Brigham Young University

Years of experience
Total: 16
With AECOM: 1

Location
Denver, CO

Registrations/Certifications
Professional Engineer: CO, MD, ND

Mr. Robinson has provided hydrology and hydraulic analysis, riverine modeling in support of stream restoration, stormwater facility design, and floodplain management services

Professional history

Mr. Robinson has 16 years of experience in water resources engineering and project management. He has provided hydrology and hydraulic analysis, riverine modeling in support of stream restoration, stormwater facility design, and floodplain management services. His modeling and software experience includes the use of 1D and 2D HEC-RAS, HEC-HMS, HEC-1, HEC-2, HEC-SSP, HEC-DSS, EPA SWMM, XPSWMM, and SRH-2D. He is proficient in using GIS software for data processing and automated floodplain analysis and mapping.

Selected project experience

Project Manager and Lead Technical Engineer for Multiple Projects in North Dakota. Mr. Robinson served as project manager, engineer and team lead for multiple floodplain studies as part of FEMA's Map Modernization and Risk MAP efforts for the ND State Water Commission in Williams, Emmons, Morton, Pembina, and Traill Counties. Mr. Robinson modeled complex hydrologic and hydraulic scenarios such as the confluence of the Yellowstone and Missouri Rivers, multiple river reaches with levees, and climate-informed flood frequency gage analysis.

Clarkson Outfall Channel, Greeley, Colorado. The City of Greeley solicited a flood protection project to reconstruct 0.5 mile of the Clarkson Drainageway from the Greeley No. 3 ditch and replace two existing box culverts. Mr. Robinson performed multiple 1D steady, 1D unsteady, and 2D unsteady hydraulic analyses to accurately capture the complex flooding that occurs in this relatively flat area. The proposed design for just the channel portion was very constrained and required multiple modeled scenarios.

Kee Branch Tributary 1 Stream Stabilization, Arlington, Texas. Channel incision has resulted in failing banks and degradation in the creek bed. As part of the stabilization design efforts, Mr. Robinson performed multiple 1D steady and unsteady HEC-RAS modeling to compare various design aspects and incorporate multiple criteria.

Williamson Creek Tributary 2 Rehabilitation Project, Austin, Texas. Preliminary design and final construction plans were completed in order to rehabilitate approximately 3,000 feet of channel using the stable equilibrium slope concept. Mr. Robinson helped incorporate final as-built data into a 1D HEC-RAS model and prepare the final LOMR for approval from FEMA.

Sellars Gulch No-Rise, City of Castle Rock, Colorado. Provided hydraulic modeling expertise to incorporate site design developments into the regulatory floodplain HEC-RAS model and successfully showed all impacts resulted in no rise to the existing water surface elevation. Mr. Robinson worked with the floodplain administrator to ensure all aspects for the floodplain development permit were completed**.**

Northeast Canon Detention Basin Analysis and Design Services, City of Canon City, CO. This project involved hydrologic/hydraulic analysis, FEMA floodplain analysis/mapping, and detention basin design for two new detention basins to alleviate flooding and to remove floodplain areas within the city boundaries. The project involved reviewing existing studies that have already been done, performing alternative analysis, developing the detailed detention basin design, geotechnical work, permitting, breach analysis, and other related work. Mr. Robinson provided the 1D hydraulic modeling of multiple scenarios to compare the proposed improvements to the existing flood hazard.

Risk MAP Production and Technical Services Contract (PTS) FEMA, Regions II, V, VII, IX, and X. Responsibilities include providing a whole range of technical hydraulic and hydrologic solutions of riverine, coastal, and lacustrine flood hazards. Mr.

Robinson has also provided Quality Assurance and Quality Control reviews for both work done internally by peers and other contractors working on behalf of FEMA. Mr. Robinson also served as a Subject Matter Expert (SME) for various FEMA Regions regarding any technical questions for the HEC-RAS and cHECk-RAS software packages.

Eastman Park Hydraulic Support, City of Windsor, Colorado. Mr. Robinson was the primary engineer responsible for constructing and analyzing multiple hydraulic HEC-RAS models for possible proposed park improvements near the Cache la Poudre River. The modeling included various site grading options, channel bank armoring, split flow modeling, and floodway encroachment analysis.

Main Street and South Pratt Parkway Bridges, City of Longmont, Colorado. Mr. Robinson provided multiple HEC-RAS hydraulic analyses for both bridge reconstruction projects. The modeling included various hydrologic scenarios, coordinating with multiple firms to incorporate multiple intermediate and ultimate design scenarios, scour analysis, freeboard analysis, and split flow analysis for the St. Vrain River.

Mapunapuna Industrial Subdivision Litigation Flooding Analysis, Honolulu, HI; REIT Management and Research, LLC. This project involves a detailed analysis of a multi-faceted flooding concern in Honolulu, Hawaii. The site is impacted by tidal flooding nearly 100 times per year, and is also at risk of riverine and tsunami flooding. Tasks completed to date include: review of thousands of pages of historical documents, field reconnaissance, development and implementation of a “plug test” to isolate flooding sources, development of conceptual designs for a stormwater pump station, duckbill tidal gate system, and riverine improvements program. Mr. Robinson, in support of this project, modeled the Moanalua Stream using HEC-2 and HEC-RAS in Honolulu, Hawaii. The modeling included the incorporation of multiple channel improvement options for the existing stream. He also modeled various complex scenarios of the current and proposed storm drainage system using XP-SWMM. He also prepared multiple maps for various permit applications (USACE 404, NPDES, etc.) for this project. The site posed several challenges due to its tidal nature and differential subsidence throughout the site. The goals of the study were to evaluate previous proposals to alleviate flooding in the area and to propose new recommendations to fully mitigate the flooding observed during all tidal stages.

Ralph Price Reservoir Emergency Spillway Bridge, City of Longmont, Colorado. Mr. Robinson provided flood hazard and hydrologic/hydraulic modeling for a construction of an access road bridge as part of the post-2013 floods, which had completely wiped out the previous road crossing. This new bridge was constructed to pass the “75%-PMP” flood, which would be much more severe than the typically modeled “100-year” storm event.

Hydrologic Investigation of the Arkansas River, Fremont County Economic Development Corporation, Cañon City, Colorado. Mr. Robinson conducted a thorough review of past and present hydrologic studies for the Arkansas River through portions of Fremont County, including Cañon City. As part of a grant to help the economic development group, he identified deficiencies and outdated methodologies in the effective hydrologic study for the Arkansas River which, if revised, could have a beneficial economic impact on businesses on or near the river. He also ran preliminary HEC-RAS hydraulic models to quantify the positive effects due to reduction in flooding extents.

Colorado Post Flood Automated Floodplain Mapping, Colorado Water Conservation Board. This project identified revised flood risks following the historic 2013 flooding in northern Colorado for local floodplain management using rapid, automated hydrologic and hydraulic (H&H) analysis in an accurate and cost-efficient manner. Mr. Robinson helped identify affected streams and damaged structures to incorporate into the automated H&H proprietary program.

Weld County Road 49 Letters of Map Revision (LOMR), Weld County, Colorado. Mr. Robinson was responsible for performing revised hydraulic and floodway analyses for new bridges on the Cache La Poudre and South Platte rivers in Weld County. The work involved preparation of two separate CLOMRs and the following LOMR applications to the Federal Emergency Management Agency (FEMA) and addressing all concerns in the approval process.

Joe Roerkohl, PE, CFM

Erosion Control, BMPs, & Low Impact Development

Education
BS, Civil Engineering, University of Wisconsin-Milwaukee

Years of experience
Total: 14
With AECOM: 13

Registrations/Certifications
Professional Engineer: CO, NM;
Certified Floodplain Manager

Location
Denver, CO

Joe has experience in hydrologic, hydraulic, floodplain, and scour analyses, as well as revetment design and post-fire mitigation.

Professional history

Joe has 14 years of experience in water resources analysis and design. He has worked on a variety of flood hazard, transportation, bridge and scour, facilities, and municipal projects. He is experienced in hydrologic, hydraulic, floodplain, and scour analyses, as well as revetment design and post-fire mitigation. He also has previous experience within the survey field and as a construction inspector.

Selected project experience

CDOT R4, State Highway 72 Permanent Repairs, Jefferson County, CO. Design Engineer responsible for hydrologic and hydraulic analysis along a 12.5 mile section of the SH72 corridor. The 2013 September floods resulted in disastrous flooding along Coal Creek, which runs parallel to SH72. Sections of roadway and embankment were washed away and numerous infrastructures were severely damaged.

CCD, Upper Sanderson Gulch, Denver, CO. Drainage Lead for the design of storm sewer systems to alleviate flooding along residential neighborhood streets. Project consists of hydrology, hydraulics, and 2D flow analysis.

CDOT, SH119 Park and Ride, Firestone, CO. Drainage Design Lead responsible for the design of transportation drainage components for the expansion of the Regional Transportation District's Park-an Ride parking lot and additional of bus station pullouts. The project consists of closed storm drain systems, culverts and open roadside channels.

CDOT, I-25 Rehab. Stormwater Design Engineer responsible for the design of cross culverts and roadside ditches for the widening of I-25 along 5 miles of highway. The project consists of closed storm drain systems, open roadside channels, and water quality.

CCD, Tennessee & Oneida Storm Sewer Improvements, Denver, CO. Assistant Project Manager and Drainage Lead for the design of storm sewer systems to alleviate flooding along Oneida Street. Project consists of hydrology, hydraulics, pond analysis and crossing of a 72" waterline with a large storm sewer system.

CDOT, C-470 Tolled Express Lanes Segment 1 D/B, Douglas County, CO. Stormwater Design Engineer responsible for the design of transportation drainage components for the widening and addition of tolled express lanes along 13 miles of highway. The project consists of closed storm drain systems, open roadside channels, bridge replacements and water quality.

El Paso County, Post–Fire Mitigation for Waldo Canyon, El Paso County, CO. Design Engineer responsible for the analysis and design of post-fire mitigation improvements. This project consisted of mitigating the impacts from the June 2012 Waldo Canyon Wildfire, which burned approximately 18,000 acres and altered the hydrologic and hydraulic characteristics of the burn area. Improvements included 2,500 feet of channel restoration, drop structures, bendway wiers and, low water crossing.

CDOT, 11th Street Bridge Replacement, City of Pueblo, CO. Design Engineer responsible for designing transportation drainage components for roadway realignment and bridge replacement and extended detention basin for water quality purposes. Prepared drainage plan set, project cost estimate, and drainage report.

Pikes Peak Rural Transportation Authority, Austin Bluffs Parkway Bridge and Roadway Improvements, Colorado Springs, CO. Design Engineer responsible for performing hydrologic analysis and quality control detail checks on drainage facility hydraulics and design.

Rigel Rucker, PE, CFM

Levee Certification

Education
BS, Civil Engineering, New Mexico State University

Years of experience
Total: 19
With AECOM:14

Registrations/Certifications
Professional Engineer: CO, NM, TX
Certified Floodplain Manager

Location
Denver, CO

Rigel has effectively managed projects of varying complexity with values of several thousand to multi-million dollars. He understands the importance of providing quality service and products to meet expectations while seeking innovation to drive down cost.

Professional history

Rigel specializes in program/project management, and technical approach for flood risk studies. He has experience as program manager for CTP and FEMA programs, RSC lead for FEMA Region VI, and technical lead who has worked on every phase of flood risk studies from Discovery to Effective FIRM release for 19 years. Through this time, he has supported FEMA Headquarters, Regions, and CTPs to write guidance and standards, apply knowledge as a subject matter expert for levees, and provide outreach and trainings for CTPs and communities. He is also well versed in drainage design and has supported H&H projects across the country.

Selected project experience

City of Boulder Engineering On-Call: WWTF Levee Certification, Energy Futures Site Levee Expansion & Access Road Flood Mitigation Assessment. Worked with City of Boulder and AECOM team to produce levee certification for Boulder WWTF to meet 44 CFR 65.10, which was obtained from FEMA. Also worked with City to determine permitting requirements for a potential power substation next to WWTF levee.

Colorado Water Conservation Board (CWCB) Projects, Various, CO. Assisted the Colorado Water Conservation Board Program Manager in scoping and obtaining work under expert task order contract. Also led technical work, conducted technical reviews, and coordinated subcontracts, external quality reviews, and stakeholder coordination. Specific projects included:

- **Colorado Hazard Mapping Program –** Managed team to complete over 700 miles of stream study in multiple counties. Tasks included survey, topographic data development, hydrology, hydraulics, and floodplain mapping. Coordinated with over 30 communities and counties, state, and federal stakeholders, local consultants, and client to discuss methodologies and results. Worked with outreach team to lead stakeholder update meetings, newsletters, and website development.
- **Big Thompson Discovery –** Coordinated with project team, client, partners, and communities to conduct a discovery project.
- **Animas River Discovery –** Coordinated with both Colorado and New Mexico clients to conduct a joint discovery project that spanned FEMA regions and states. Worked with team to produce subsequent flood studies.
- **El Paso County Post Prelim –** Worked with project team to support meetings, an open house, and resolution to comments from community. Also helped review FIRM submittal after transition from another consultant.
- **Cache la Poudre Revision –** Led a team to update an analysis of the Cache la Poudre River from Ft. Collins to Greeley based on community comments.

Estes Valley Watershed Coalition, Upper Big Thompson Master Plan for Resilience. Led a team to identify a plan to restore the Big Thompson through and above Estes Park and select tributaries. Worked with stream restoration specialists and ecologists to develop a plan that would restore the river with natural solutions. Coordinated with Watershed Coalition to complete plan and coordinate with public stakeholders in the area.

FEMA, Natural Valley Levee Analysis for Rio Grande Levees in the El Paso-Las Cruces and Rio Grande-Fort Quitman Watersheds, Doña Ana County, NM and El Paso County, TX. Project included heavy communication with multiple federal, state, and local stakeholders. Communication was

needed to determine appropriate path for 44 CFR 65.10 certification based on work that had been conducted by USIBWC. Meetings were held with all stakeholders to work toward a solution. Concurrently, levees were analyzed using 2D modeling to determine the absolute limits of flooding that could occur if levees were not providing protection. Most support on this project was related to outreach and communication of results.

RAMPP Regional Support Center (RSC) Coordinator for FEMA Region 6. Led a multidisciplinary team of professionals from two Joint Venture Partners in the Risk Assessment, Mapping, and Planning Partners (RAMPP) for local client support. Interacted with Risk Analysis and other branch chiefs, leads, engineers, and specialists on a daily basis. Specific duties included: Assisted Cooperating Technical Partners (CTPs) with training and project needs; Coordinated responses to various congressional, FEMA Map Information eXchange (FMIX), and regional requests; Coordinated critical information for high profile activities to multiple stakeholders. Coordinated collection of information for disaster “Rapid Responses” with an average of four hour deadlines which included collection of levee, FIRM status, hazard mitigation plan status, active CTPs, and other information for the disaster impacted area. Coordinated teams responsible for levee review and tracking, post preliminary tracking, congressional responses, GIS coordination, and engineering technical responses for FEMA Region 6. Developed national and regional guidance and processes that could be used by FEMA, CTPs, RAMPP, and other mapping partners. Utilized messaging to promote client’s goals which included mitigation action, community collaboration, and data integrity.

Michael Scurlock, PE

Stream Restoration

Education
PhD. Colorado State University (2014). Civil and Environmental Engineering

Years of experience
Total: 14
With AECOM: 2

Location
Glenwood Springs, CO

Registrations/Certifications
PE Colorado #517359; Texas #136923; PE Wyoming #15648; PE New Mexico #26121

Michael has 14 years of experience in research, analysis, and applied engineering design of river systems and instream structures.

Professional history

Michael specializes in fluvial geomorphology, river dynamics, sediment transport, bank stability, scour dynamics, and infrastructure hydraulics. He has 14 years of experience in research, analysis, and applied engineering design of river systems and instream structures. He has co-authored federal guidelines for bank and vertical channel stabilization and has published tools for rapid engineering assessments of channel stability structural solutions tailored to site specific constraints. Michael uses state-of-art hydraulic and geomorphic analysis tools, including CFD, to comprehensively assess eco-hydraulic stream impacts and optimize stream restoration projects for site-specific constraints. His experience allows for the assessment and evaluation of system-scale alternatives for stream stability, floodplain activation, and riparian habitat improvements.

Selected project experience

Santa Fe River Greenway Improvements. The ephemeral Santa Fe River in Santa Fe, NM has been targeted for restoration and recreational enhancement for the benefit of the local community. Michael is leading the technical team from in-river survey through construction implementation for the in-river portion of a restoration and riparian corridor activation project. The project has a significant fluvial geomorphology component, balancing resilient stream restoration design within a system with significant flood damage potential. Floodplain activation with native vegetation recruitment and interaction with the local trails and public is a key project objective.

Brazos Riverbank Stabilization. The Brazos River at the SH-99 Bridge in Sugarland, TX has been the site of aggressive and damaging bank erosion on a large scale which has compromised bridge integrity and affected local flood levees. Dr. Scurlock is leading the design of bank stabilization structures specifically targeted to the fluvial geomorphic instabilities associated with the channel. The project has received a large FEMA grant for implementation.

Instream Flow Assessment of Fish Habitat. The wild and scenic Rio Grande River at the northern extent of New Mexico provides habitat for species such as rainbow and brown trout and the Rio Grande Chub. Working with the Bureau of Land Management, Dr. Scurlock has led the hydrographic survey efforts of a remote river reach to develop a calibrated two-dimensional numerical model for the full in-channel hydrograph, couple model output with habitat suitability criteria, and develop methodologies for the prediction of habitat uplift as a function of flow augmentation using Instream Flow Incremental Methods.

Gila River Instream Diversion Designs. The Fort West Diversion in the Cliff-Gila Valley is a historic acequia with active agricultural water use. Working for The Nature Conservancy, Dr. Scurlock led the evaluation of the existing river system and developed a proposed design for this geomorphologically and ecologically sensitive river. The design functions to deliver irrigation water, reduce annual maintenance, and maintain fish and riparian connectivity and is primarily composed of endemic large boulder materials and soft-engineering approaches. Comprehensive geomorphological and sedimentation analyses were performed using hydraulic modeling to forecast short- and long-term structural function. Floodplain activation, avulsion potential, and impacts to overbank vegetation and habitat were analyzed of a key component of alternative analysis.

Monument Creek Flushing Flow Modeling and Monitoring. As part of the environmental analysis of a proposed high-elevation reservoir expansion project on the western slope of Colorado, Dr. Scurlock led the river survey and base model development of Monument Creek for evaluation of impacts to sediment transport, fluvial

geomorphology, and riparian habitat health. Specifically, the frequency and duration of flushing flows to maintain spawning gravel beds was of critical importance.

Continental-Hoosier Expansion Fluvial Geomorphic Evaluation. Dr. Scurlock has led the fluvial geomorphic evaluation of the Blue River and South Platte River as a function of proposed reservoir enlargements along the Continental Divide at Hoosier Pass, CO. Seasonal alterations to flow diversions have potential alterations to quantity and duration with implications for sediment transport, geomorphic response, and habitat quality. 1D and 2D hydraulic and sediment transport modeling capture in-river effects and long-term geomorphic trends.

Grand River Restoration Environmental Impact Statement Analysis. The Grand River at Grand Rapids, MI has been the focus of a long-standing project to revitalize the rapids in the downtown urban corridor of the City. Working with the original design firm and now AECOM, Michael has performed a wide range of sediment transport analyses, recreational design, fish passage and fish barrier design and analyses, and aquatic habitat assessments. Long-term sediment deposition, transport, and mitigation for aquatic species and the fluvial geomorphology of the Grand River was performed using HEC-RAS and SRH-2D. 3D CFD modeling was used to determine recreational and fish barrier function.

Ohio River – USCG Station Owensboro Debris and Sediment Evaluations. Evaluation of the USCG boat station in Owensboro, KY was conducted using a developed HEC-RAS sediment transport model to establish baseline loading and proposed conditions impacts. One-dimensional conditions were used as boundary conditions for a three-dimensional CFD model to optimize debris deflector designs for the station.

Helper City River Revitalization. The Price River in the urbanized corridor of Helper, UT is a channelized and denuded system. Working with the municipality, environmental agency stakeholders, and the local community, Michael designed and constructed the removal and rehabilitation of four decommissioned diversion structures which impeded both fish passage and river use. The Price River at the project site is debris flow affected, which was considered during the design of grade-control structures for recreational and fish-passage improvements.

Design and CFD modeling of the Bend Whitewater Park Surf Wave. Dr. Scurlock performed renovative design for whitewater recreational features at the Bend Whitewater Park in Bend, OR using computation fluid dynamics modeling to improve upon poorly performing recreational features. Results of the design refinement included the creation of the “Green Wave” feature in the park, which is widely regarded as one of the premier river surf waves worldwide and draws recreational users year-round.

CFD modeling and analysis of Pitkin County Whitewater Park. Recreational features were installed in the Roaring Fork River near Basalt, CO as part of a Recreational Instream Channel Diversion water rights procurement. After community disappointment with the original recreational experience and widespread public safety concerns, Dr. Scurlock performed design refinement and optimization of the structures using CFD modeling to predict flow distributions, fish passage, and enhance recreational potential. He led the efforts for fish passage evaluations of the original structures and developed tools to optimize the structural refinements. Taken through construction in 2020, the newly designed features function at a higher level than the original installment and are now widely used by river kayakers, stand-up-paddle boards, and other recreational watercraft.

Design and CFD modeling of Ogden Utah Whitewater Park. As part of a holistic urban corridor enhancement project, Dr. Scurlock aided in CFD modeling and design efforts for a whitewater recreational amenity in the Weber River at Ogden, UT. Proposed features considered play kayaking, river surfing, fish passage, safe boat passage, and public engagement. Performed CFD modeling directly aided in the realization of hydraulics in the channels and optimized design.

Kallin Snow, PhD

Environmental/Ecological

Education
PhD, Ecology and Evolutionary Biology, University of Colorado
BSc, Biological Sciences, Stanford University

Years of experience
Total: 16
With AECOM: 6

Location
Fort Collins, CO

Kallin has experience managing complex environmental permitting projects requiring coordination with multiple resource agencies. She has managed projects requiring permits from and in coordination with the US Fish and Wildlife Service, US Army Corps of Engineers, US Environmental Protection Agency, State Parks, and local regulatory agencies.

Professional history

Dr. Snow is a project manager and senior environmental scientist with more than 16 years of experience. She specializes in managing complex environmental permitting projects requiring coordination with multiple resource agencies in the transportation and water industry in support of NEPA. She has served as the environmental lead on many projects in Colorado including local City and County agencies. Kallin has experience preparing and reviewing technical documents including Biological Resources Reports, Wetland Findings Reports, Biological Assessments, and NEPA permitting documents.

Selected project experience

Doherty Channel Restoration, City of Colorado Springs, El Paso County, CO. Environmental Lead for the reconstruction Doherty Channel in the City of Colorado Springs. Performed environmental assessment for Threatened and Endangered Species, Cultural Resources, and Hazardous Materials. Coordinated with the City of Colorado Springs and the design team to prepare environmental permits pertaining to the USACE Section 404 of the CWA.

America the Beautiful Park Pond Retrofit, City of Colorado Springs, El Paso County, CO. Environmental Lead for the retrofit of the pond in the America the Beautiful Park in the City of Colorado Springs. Performed environmental assessment for Wetlands and Waters of the U.S. Coordinated with the City of Colorado Springs and the design team to prepare environmental permits pertaining to the USACE Section 404 of the CWA.

Northern Integrated Supply Project, Larimer County, CO. Environmental lead for a water supply project for Northern Colorado Water Conservancy District. Performed special status species surveys for project sites that are potential mitigation sites for Preble's Meadow Jumping Mouse and wetlands. Special status plant species included focused surveys for the Ute's ladies-tresses orchid and the Colorado butterfly plant.

State Highway 72 Permanent Repair Project, CDOT Region 1, Boulder and Jefferson Counties, CO. Environmental Lead for approximately 10 miles of roadway repair work. Responsible for coordinating with CDOT, subcontractors, and the engineering design team to facilitate attainment of environmental permits and clearances associated with NEPA.

C-470 Tolled Express Lanes Design-Build, Jefferson, CDOT Region 1, Douglas and Arapahoe Counties, CO. Environmental Design Lead and Senior Biologist for the construction of 13 miles of tolled express lanes design-build project along C-470. Performed biological survey for prairie dogs and prepared the Prairie Dog Management Plan. Led the implementation of passive relocation of more than 10 prairie dog colonies. Prepared applications to obtain nationwide permits from the USACE.

State Highway 14 Permanent Repair Project, CDOT Region 4, Larimer County, CO. Environmental Lead for approximately 35 miles of roadway and culvert repair work. Coordinated with CDOT, subcontractors, and the engineering design team to facilitate the timely attainment of necessary environmental permits and clearances associated with NEPA. This project involved USACE Section 404 permitting and the preparation of a joint BA/BE for the USFS to consult with the USFWS for likely effects to the federally protected Preble's Meadow jumping mouse.

Andy Steininger, PE

Stream Restoration

Education
BS, Physics, Fort Lewis College, 2005
MS Civil and Environmental Engineering, Colorado State University, 2014

Years of experience
Total: 6
With AECOM: 1

Location
Glenwood Springs, CO

Registrations/Certifications
PE, Colorado
CESCL Certified Erosion and Sediment Control Lead

Andy has experience in design, management and construction of stream, river and wetland projects

Professional history

Andy has experience in design, management and construction of stream, river and wetland projects. His primary focus has been the design and construction of river restoration and recreation projects involving channel and bank stabilization, floodplain reconnection, habitat improvement, diversion improvement, flood conveyance, riparian corridor enhancement, recreation access and whitewater features.

Selected project experience

Fishers Bend Side Channel Reconnection Project, Clackamas River, Damascus, OR. Designer and construction manager of a side channel reconnection project on the Clackamas River resulting in over 1000 feet of off channel habitat and improved flood conveyance. Many historic side channels on the Clackamas River have been disconnected due to modified flow regime and main channel downcutting. Andy completed design grading, flow monitoring, construction plans drafting, permitting and construction management to bring the project to completion.

Clackamas Confluence Habitat Restoration Project, UT. Construction manager for project implementation. The Clackamas Confluence Habitat Restoration Project established a lowered and accessible floodplain and Large Wood habitat structures to increase habitat areas in the reach. Andy managed construction and all client correspondence to complete the project.

SW Boones Ferry Bridge and Restoration Project, OR. Designer for stream restoration efforts. The culvert conveying Tryon Creek under SW Boones Ferry road was undersized resulting in impounded water during heavy rain events. Also, the outlet of the culvert was perched above the creek bed creating a barrier to fish passage. The bridge and restoration project involves removal of the culvert and road fill and installation of a channel spanning bridge. In addition to the bridge installation rock weirs were designed to stabilize the channel grade under the bridge. Bank stabilization measures and vegetation establishment were also designed to stabilize the disturbed corridor. Andy designed rock weirs and bank revetment through the reach, created drawings and initiated permitting efforts.

Big Bend Habitat Restoration Project, West Jordan, UT. Design engineer of several phases of a multi-phase pond and river enhancement project. Andy was involved in the design of the bank stabilization, split channel and pond. He performed hydrographic survey, design grading, one dimensional hydraulic modeling, construction plans drafting, specification development, and permitting.

Crystal River Restoration and Weaver Ditch Enhancement Project, CO. Lead designer and surveyor for diversion improvement and riparian corridor enhancement project. Andy performed site survey, design grading, two-dimensional hydraulic modeling, cost estimation and plans development.

Helper City River Improvements Phases 4 - 6, UT. Surveyor, designer and construction oversight lead. Design constraints included maintaining water surface elevations at an existing diversion headgate. Andy performed hydrographic survey of 3 reaches of the river, designed and graded boulder ramp drop structures and bank stabilization structures, performed two-dimensional hydraulic modeling, performed construction oversight, and created construction drawings cost opinions and specifications.

Stanley Vermilyea, PLS

Survey/Right-of-Way

Education
1976-1978/Mathematics & Industrial Arts Major/University of Northern Colorado

Years of experience
Total: 42
With AECOM: 22

Location
Denver, CO

Registrations/Certifications
Professional Land Surveyor/(2003) SD #7939/(2003) OK #1569/ (2002) UT #5242629/(1988) CO #25381
1987/Certified Surveyor-In-Training/CO/#577

Mr. Vermilyea's thorough understanding of the R/W process from initial project scoping to final monumentation gives him the unique ability to analyze specific situations and develop an alternative analysis.

Professional history

Mr. Vermilyea has 42 years of experience working within the Uniform Acquisition and Relocation acts. He has been actively involved with all phases of Transportation Project Development, including project scoping, preliminary surveys, public hearings/meetings, design reviews, Right-of-Way plans development, appraisal showings, value findings, and the acquisition of parcels and easements.

Selected project experience

CCD, Denver Department of Public Works, Upper Sanderson Gulch, Denver, Colorado. Survey Manager for Survey Control, Topographic and Planimetric mapping, Right of Way research and location survey. This project consisted of establishing Project Control tied to the Denver Low Distortion Projection (LDP) for horizontal datum, and NAVD 88 benchmarks for vertical datum. Survey terrain and improvements, underground utilities affecting the project corridor, as well as measuring inverts for sanitary and storm sewer lines. Research the county record for subdivision and survey plats affecting properties within the project corridor. Survey the position of aliquot corners, range points, and property boundary monuments controlling the position of property boundaries and ROW within the project corridor. Analyze record information and reconcile it with the found boundary evidence. Create 2D drawing of the ROW and property boundaries, and 3D drawings of the topographic features and improvement in the project corridor.

City of Colorado Springs, Doherty Channel, Colorado Springs, Colorado. Survey Project Manager for a project to complete a topographic survey of the existing channel. This project consisted of establishing Project Control tied to the CSU FIMS control, Colorado HARN and NAVD 88 benchmarks. Locate and survey underground utilities affecting the project corridor, as well as measuring inverts for sanitary and storm sewer lines. Research the county record for subdivision and survey plats affecting properties within the project corridor.

City of Colorado Springs, Vermijo and Sierra Madre Streetscape, Colorado Springs, Colorado. Survey Project Manager for a project to complete topographic survey and right of way delineation of a portion W. Vermijo Ave and Sierra Madre St., This project consisted establishing Project Control using the NGVD29 datum. Surveyed existing improvements and condition, obtained underground utility locates and surveyed manholes and inlets to determine pipe size/type and direction. Created a boundary model of the right of way using found land survey monuments in the area. Created legal descriptions and exhibits for temporary easements needed for construction of the improvements.

CCD, Denver Department of Public Works, Valverde Stormwater Improvements, Denver, Colorado. Survey Manager for Potholing, and Right of Way research and location survey. The survey was completed using horizontal and vertical control established by CCD. AutoCAD drawings were created showing the planimetric mapping and a spreadsheet detailing the size, type, material, and location of the potholed utilities. Research the county record for subdivision and survey plats affecting properties within the project corridor. Survey the position of aliquot corners, range points, and property boundary monuments controlling the position of property boundaries and ROW within the project corridor. Analyze record information and reconcile it with the found boundary evidence. Create an electronic model of the ROW limits within the project corridor.

Project Timeline:

It is assumed the design for 29th Avenue described in this scope will be developed and completed in six months from the date of NTP.

Table 1. Anticipated Timeline

Task (Duration)	July	August	September	October	November	December
NTP						
Task 1: Project Management (6 Months)	■	■	■	■	■	■
Task 2:	■	■				
Task 3:	■	■	■			
Task 6:				■	■	■

.

END SCOPE OF WORK

Submitted By:

AECOM Technical Services, Inc.

Ryan Weaver, PE
Vice President

Background Paper for Proposed
Ordinance

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Barbara Huber, Fire Chief – Fire Department

SUBJECT: AN ORDINANCE ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2208, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,042 TO SAID PROJECT

SUMMARY:

This ordinance authorizes the acceptance, and budgeting of an agreement with Pueblo Triple Aim in the amount of $8,042.00 for Directing Others to Service (DOTs) projects within the Pueblo Fire Department for senior services impact.

PREVIOUS COUNCIL ACTION:

Approval of a similar award in 2021.

BACKGROUND:

Through our community partnership Triple Aim applied for this grant to assist the Fire Department with funding related to the DOTs program and community outreach for senior services. They were awarded the project as the administrator with 95% of the award being donated to the Fire Department.

FINANCIAL IMPLICATIONS:

The total request will be for $8,042.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. 10264

AN ORDINANCE ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2208, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,042 TO SAID PROJECT

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

SECTION 1.

Community Outreach Program Project No. PS2208 is hereby established.

SECTION 2.

A Cooperation Agreement by and between Pueblo Triple Aim, a Colorado nonprofit corporation, and the City of Pueblo, attached hereto and having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

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

SECTION 4.

Funds in the amount of $8,042.00 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into the Community Outreach Program Project No. PS2208 to be used solely for the purposes agreed to pursuant to the terms of the Agreement

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 22, 2022 .

Final adoption of Ordinance by City Council on September 12, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on September 19, 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

COOPERATION AGREEMENT BETWEEN TRIPLE AIM CORPORATION AND THE CITY OF PUEBLO WITH RESPECT TO THE UNITED WAY OF PUEBLO COUNTY SENIOR SERVICES GRANT

This Cooperation Agreement ("Agreement") is entered into this 23rd day of July, 2022 by and between Pueblo Triple Aim Corporation, a Colorado nonprofit corporation ("PTAC"), and Pueblo, a municipal corporation ("City"), with respect to the United Way of Pueblo County Senior Services Grant ("Grant Agreement") awarded by United Way of Pueblo County to PTAC. A copy of the Grant Agreement is attached hereto, labelled Exhibit 1 and incorporated herein. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Under this Agreement, PTAC will:

    a. Sign the Grant Agreement from United Way of Pueblo County.

    b. Abide by all stipulations in the Grant Agreement.

    c. Remit and pay to the City proceeds under the Grant Agreement in the amount of $8,042 ("Grant Proceeds"), which amount will be expended by City solely for the purposes set forth in the Grant Agreement.

2. Under this Agreement, the City will:

    a. Expend the Grant Proceeds in performance of the DOTS program and solely for the purposes and to perform the scope of work set forth in the Grant Agreement.

    b. Abide by all stipulations in the Grant Agreement.

    c. Provide any receipts or financial documents needed by United Way of Pueblo County to show funding was used as intended.

    d. Assist PTAC in filing reports required under the Grant Agreement.

Executed the day and year first above written.

Alexis Ellis, Executive Director on behalf of Pueblo Triple Aim Corporation	Nicholas A. Gradisar, Mayor on behalf of the City of Pueblo

ATTEST: _____
City Clerk

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22,2022

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 ESTABLISHING 2023 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $7,400 FOR SAID PROJECT

SUMMARY:

This Ordinance establishes the SFY2023 Pueblo Area Council of Government (PACOG) Rural Transportation Planning Project, Project No. TP2201, and budgets and appropriate funds in the amount of $7,400 from the Pueblo Area Council of Governments (PACOG) Colorado Department of Transportation (CDOT) Rural Planning Grant (RPG) funds delegated through an agreement between PACOG and the City for rural transportation planning services.

PREVIOUS COUNCIL ACTION:

The establishment of the Project and budgeting of funds has been approved by City Council on an annual basis once the purchase order is issued by the State of Colorado to PACOG.

BACKGROUND:

The PACOG receives an annual award of funds from CDOT for rural and statewide transportation planning and associated allowable expenses that provides $7,400 in RPG funds to PACOG for July 1, 2022 through June 30, 2023. The City and PACOG annually enters a delegation agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed at 100% for eligible expenses. This Ordinance establishes the TP2201 Pueblo Rural Transportation Planning Project and budgets and appropriates funds in the amount of $7,400 allocated for PACOG to complete rural transportation planning services in compliance with the state requirements for the use of the RPG grant funds.

FINANCIAL IMPLICATIONS:

Funds in the amount of $7,400 shall be budgeted and appropriated for the Rural Transportation Planning Project. It is estimated that approximately two (2%) of the Project cost or approximately $150 in staff time from the Finance department will be expended on the Project.

BOARD/COMMISSION RECOMMENDATION:

The Rural Planning Grant funding is included as a component of the Delegation Agreement between the City of Pueblo and PACOG and approved by Ordinance No. 10035 on November 8, 2021.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, the CDOT funding will not be expended by the City's Urban Transportation Planning Division and funds for transportation planning outside of the urbanized area, and travel expenses for outside of Pueblo will not be reimbursed through these funds.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
CDOT Purchase Order

ORDINANCE NO. 10265

AN ORDINANCE ESTABLISHING 2023 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $7,400 FOR SAID PROJECT

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

SECTION 1.

The 2023 Pueblo Rural Transportation Planning Project No. TP 2201 is hereby established.

SECTION 2.

Funds in the amount of $7,400 from the SFY2023 Pueblo Area Council of Governments (PACOG) Rural Transportation Planning Grant as authorized in the 2021 City and PACOG Delegation Agreement approved by Ordinance No. 10035 on November 8, 2021 are hereby budgeted and appropriated for said Project.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 22, 2022.

Final adoption of Ordinance by City Council on September 12, 2022.

President of City Council

Action by the Mayor:

☒ Approved on September 19, 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

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Buyer: Natalie Martinez
Phone Number: 303-757-9374
Agency Contact: KAREN PETERSON
Phone Number: 303-757-9760

DATE: 07/12/2022

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

Purchase Order
State of Colorado

PO# 411032030
Award#:
BID#:

Vendor Master#: 2000241
Phone: 719-583-6379
Vendor Contact: LOUELLA SALAZAR

VENDOR
PUEBLO AREA COUNCIL OF GOVERNMENTS
229 WEST 12TH STREET
PUEBLO CO 81003-2810

Invoice
TO: CDOT DTD Business Office
2829 W. Howard Place
Denver CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: **06/30/2023**

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96287 FY23 Rural Planning Assistance	AU 7001	7,400.00	1.00	7,400.00

DOCUMENT TOTAL: 7,400.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
https://www.codot.gov/business/procurement-and-contract-services/purchase-order-terms-and-conditions/purchase-order-terms-and-conditions/view

DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature **Date**

Signature not required if PO transmitted electronically.

City Clerk's Office Item # R-4

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 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 1221 EAST ABRIENDO AVENUE FROM B-4, CENTRAL BUSINESS DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD

SUMMARY:

The applicant is requesting to rezone 1221 East Abriendo Avenue from B-4, Central Business District to CCN, Commercial Charter Neighborhood.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Currently, the subject property sits in a large area of B-4 zoned land in Bessemer centered around Northern Avenue and zoned as such since 1968. The B-4 served as a district for mixed commercial uses to serve the Bessemer neighborhood when the steel mill was at its height, but the area has undergone numerous changes in the intervening 54 years. While many commercial store fronts on Northern and adjoining streets were zoned appropriately, many single-family homes were rezoned B-4 with an aspiration that commercial uses would expand a block out from each side of Northern Avenue. The reduction in the demand for small commercial space has resulted in high vacancy in the adjoining area and the homes continuing as residential uses. Periodically residential owners have rezoned their properties R-4 in the area. The R-4 Zone District requires a 50-foot lot width, 1221 East Abriendo has a 37.5-foot lot width; therefore, the applicants are requesting a zone change to Commercial Charter Neighborhood which allows a minimum 25-foot lot width and a mixture of commercial and residential uses. The building at 1221 East Abriendo Avenue was listed as a single-family residence in 1968 according to the City Directories, but sometime after 2005 it was converted into a duplex. Duplexes, granny flats, house conversions to multifamily, have been common in the Bessemer Neighborhood and the expansion of housing options is appropriate in the area. While R-4 makes up most of the surrounding residential area; the CCN Zone District was created to maintain the character of the City's original neighborhoods, often

referred to as Charter Neighborhoods. The zone district is designed to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding neighborhood. The CCN allows the residential use to change to a low-level commercial use if conditions change in the future. A duplex is a use by right in a CCN and one other duplex is located on the 1200 block of Abriendo just north. The property complies with all performance standards except the rear parking is gravel and not paved. The applicant received a variance to "reduce off-street parking requirements (paving material) from the Zoning Board of Appeals on July 26, 2022.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 8, 2022 Regular Meeting, voted 7-0 to recommend approval with the condition to pave on parking space adjacent to the alley or apply for a variance to allow the space to remain gravel prior to City Council review.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission June 8, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10266

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1221 EAST ABRIENDO AVENUE FROM B-4, CENTRAL BUSINESS DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-4 Central Business District to CCN, Commercial Charter Neighborhood Zone District:

1221 E. Abriendo Avenue
N ½ of Lot 42 and all of Lot 43, Block 49, City Hall Place

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 August 22, 2022 .

Final adoption of Ordinance by City Council on September 12, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on September 19, 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 _____

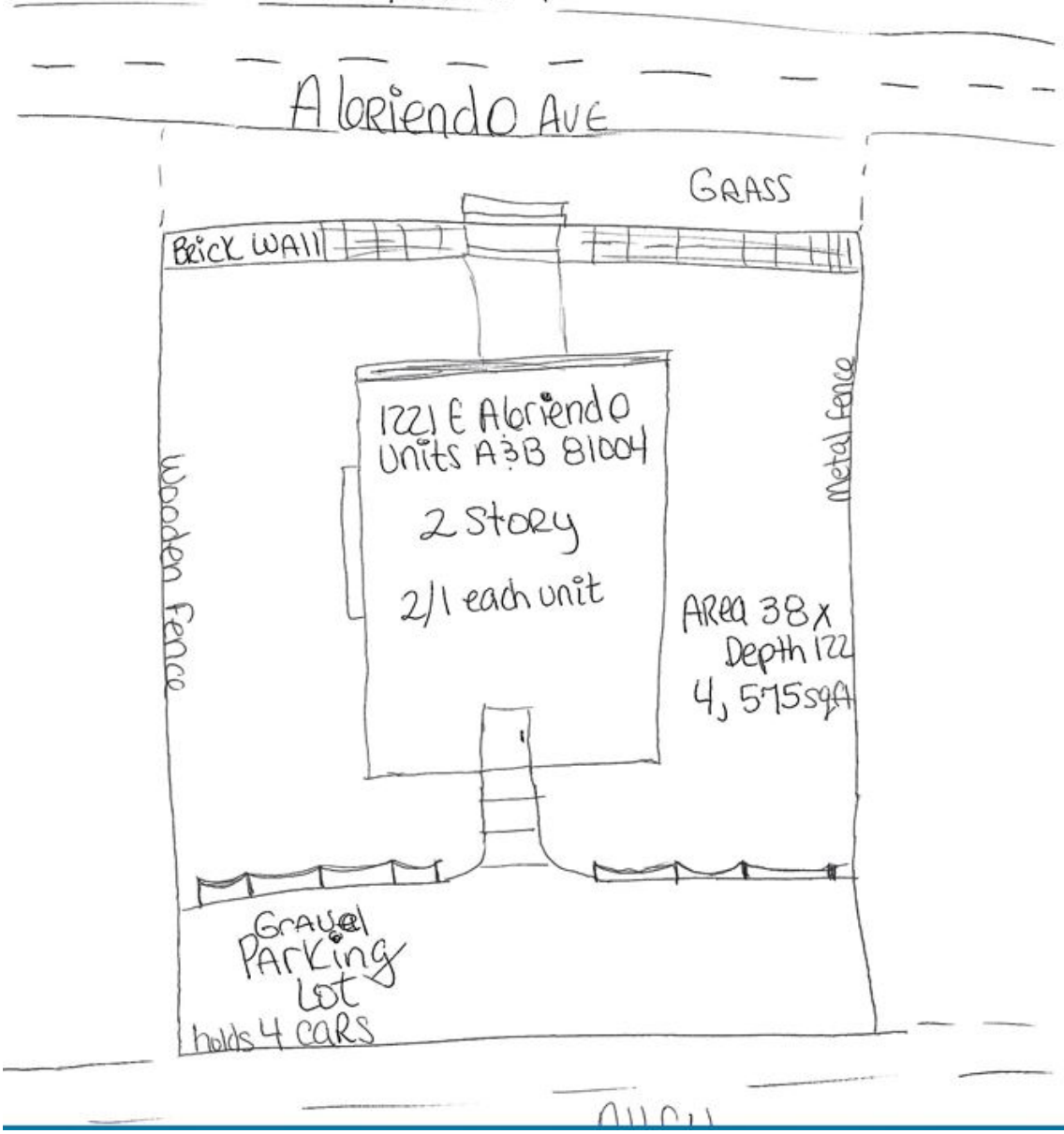
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Legal 10/2 of Lots 42 & ALL Lot 43
BLK 49 CHY HALL PL



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, June 8, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE JUNE 8, 2022 AGENDA:

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

Second by Spinuzzi, motion carried 7-0.

PUBLIC HEARING AND ACTION

1. **Z-22-06-1221 E Abriendo Ave.-** Rezoning 4,575 sq. ft. from B-4 (Central Business District) to CCN (Commercial Charter Neighborhood) Staff report by Sr. Planner Wade Broadhead
Staff report by Beritt Odom.

Staff report by Wade Broadhead

BACKGROUND AND ANALYSIS:
Currently, the subject property sits in a large area of B-4 zoned land in Bessemer centered around Northern Avenue and zoned as such since 1968. The B-4 served as a district for mixed commercial uses to serve the Bessemer neighborhood when the steel mill was at its height, but the area has undergone numerous changes in the intervening 54 years. While many commercial store fronts on Northern and adjoining streets were zoned appropriately, many single-family homes were rezoned B-4 with an aspiration that commercial uses would expand a block out from each side of Northern Avenue. The reduction in the demand for small commercial space has resulted in high vacancy in the adjoining area and the homes continuing as residential uses. Periodically residential owners have rezoned their properties R-4 in the area (see figure D). The R-4 Zone District requires a 50-foot lot width, 1221 E. Abriendo has a 37.5-foot lot width; therefore, the applicants are requesting a zone change to Commercial Charter Neighborhood which allows a minimum 25-foot lot width and a mixture of commercial and residential uses.

The building at 1221 E. Abriendo Avenue was listed as a single-family residence in 1968 according to the City Directories, but sometime after 2005 it was converted into a duplex. Duplexes, granny flats, house conversions to multifamily, have been common in the Bessemer Neighborhood and the expansion of housing options is appropriate in the area. While R-4 makes up most of the surrounding residential area; the CCN Zone District was created to maintain the character of the City's original neighborhoods, often referred to as Charter Neighborhoods. The zone district is designed to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding neighborhood. The CCN allows the residential use to change to a low-level commercial use if conditions change in the future. A duplex is a use by right in a CCN and one other duplex is located on the 1200 block of Abriendo just north. The property complies with all performance standards except the rear parking is gravel and not paved. The applicant will have to pave the two required spaces or ask the Zoning Board of Appeals for a waiver which is allowed in CCN. Mr. Broadhead stated that he received 18 letters of support, five of the letters were included in the staff report.

COMPREHENSIVE PLAN COMPLIANCE:
The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Mixed Use. Urban Mixed Use land use classifications are reserved for the central business district as are "parts of Northern Avenue". According to Pueblo's Comprehensive Plan, "Some higher density, freestanding residential may also fit in this land use category". This rezoning will accommodate a higher density residential use and allow the flexibility for later small-scale retail commercial uses to emerge if conditions change, both of which are in line with the Urban Mixed Use category designation. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

RECOMMENDED ACTION:

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

- Pave one parking space adjacent to the alley or apply for a variance to allow the space to remain gravel.

QUESTIONS OF STAFF:

Cheryl Spinuzzi – Where is the entrance for the duplex? Broadhead deferred to the applicant.

HEARING:

Don Etherton/Prairie Fire LLC, property owner and applicant testified in favor of the application.

Spinuzzi asked if the Etherton residence is currently a single-family residence and if he wants to convert the residence to a duplex. The applicant stated that it is currently a duplex but inhabited by one family. The rear entrance provides access to the second residence on the second floor.

No one spoke in opposition.

COMMISSION ACTION:
Bailey moved to approve Z-22-06 with staff condition that the applicant pave the required parking area or request a variance for the parking requirement. Second by Aznar.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-06

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	June 8th, 2022
SUBJECT:	Rezone from B-4, Central Business District to CCN, Commercial Charter Neighborhood District
APPLICANT:	Don Etherton / Prairie Fire LLC.
PROPERTY OWNER:	Same
LOCATION:	1221 E. Abriendo Avenue N ½ of Lot 42 and all of Lot 43, Block 49, City Hall Place
CONCURRENT REQUESTS:	None

REQUEST:
The applicant is requesting to rezone1221 E. Abriendo Ave. a 4,575 Sq ft parcel from B-4, Central Business District to CCN, Commercial Charter Neighborhood.

BACKGROUND AND ANALYSIS:
Currently, the subject property sits in a large area of B-4 zoned land in Bessemer centered around Northern Avenue and zoned as such since 1968. The B-4 served as a district for mixed commercial uses to serve the Bessemer neighborhood when the steel mill was at its height, but the area has undergone numerous changes in the intervening 54 years. While many commercial store fronts on Northern and adjoining streets were zoned appropriately, many single-family homes were rezoned B-4 with an aspiration that commercial uses would expand a block out from each side of Northern Avenue. The reduction in the demand for small commercial space has resulted in high vacancy in the adjoining area and the homes continuing as residential uses. Periodically residential owners have rezoned their properties R-4 in the area (see figure D). The R-4 Zone District requires a 50-foot lot width, 1221 E. Abriendo has a 37.5-foot lot width; therefore, the applicants are requesting a zone change to Commercial Charter Neighborhood which allows a minimum 25-foot lot width and a mixture of commercial and residential uses.

The building at 1221 E. Abriendo Avenue was listed as a single-family residence in 1968 according to the City Directories, but sometime after 2005 it was converted into a duplex. Duplexes, granny flats, house conversions to multifamily, have been common in the Bessemer Neighborhood and the expansion of housing options is appropriate in the area. While R-4 makes up most of the surrounding residential area; the CCN Zone District was created to maintain the character of the City's original neighborhoods, often referred to as Charter

Neighborhoods. The zone district is designed to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding neighborhood. The CCN allows the residential use to change to a low-level commercial use if conditions change in the future. A duplex is a use by right in a CCN and one other duplex is located on the 1200 block of Abriendo just north. The property complies with all performance standards except the rear parking is gravel and not paved. The applicant will have to pave the two required spaces or ask the Zoning Board of Appeals for a waiver which is allowed in CCN.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is in an area of single-family residences and small commercial storefront. Gus's, La Tronica's and other establish neighborhood commercial businesses are located a block away.

- **Neighborhood Compatibility:**

North	B-4 mostly single-family residences, vacant neighborhood tavern, and a vacant auto body use. bar
East	B-4, single-family and duplex residential uses.
South	B-4, single-family residences.
West	B-4, multifamily residential, single-family residential, and commercial uses.

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Mixed Use. Urban Mixed Use land use classifications are reserved for the central business district as are "parts of Northern Avenue". According to Pueblo's Comprehensive Plan, "Some higher density, freestanding residential may also fit in this land use category". This rezoning will accommodate a higher density residential use and allow the flexibility for later small-scale retail commercial uses to emerge if conditions change, both of which are in line with the Urban Mixed Use category designation. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
  - The CCN Zone District requires a minimum of 2,500 square foot of lot area, with a minimum of 25-foot-wide street frontage.
  - 1221 E. Abriendo Ave. is 4,575 square feet and has a lot width of 37.5-feet along Abriendo Ave. The existing site has been reviewed, and it complies with the minimum lot area and width for the proposed zone district.

- Lot coverage:
  - The property meets all side, front and rear yard setbacks.
  - The current structure on the property meets with maximum lot coverage and floor area ratio.
  - 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:**
  The CCN Performance Standards provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

1. **Parking Standards, Sec 17-4-42**
   - Single and two-family dwellings need to provide one permanent parking space per unit (two total), the applicant is providing four. **The current parking is gravel and will need to be paved.**
   - Section 17-4-5(4)(a) allows the owners to apply the Zoning Board of Appeals to vary and off-street parking requirements in this chapter to promote flexibility in design. **The applicant may apply for a variance to waive the paving requirement.**

2. **Landscape Standards.**
   - A duplex use in the CCN Zone District does not trigger the requirements in CCN for three or more-unit residential developments.
   - The applicant has no plans for additional improvements or buildings.
     Section 17-4-5(1), g. of the Pueblo Municipal Code (PMC) provides the requirements for outdoor storage.
3. **Additional Performance Standards.**
   - Sections 17-4-5(1)g.5 and 6. of the Pueblo Municipal Code (PMC) provide additional requirements for properties zoned CCN, which are adjacent to minor arterials, collectors and local streets.
   - Additional performance standards will be reviewed at the time of commercial site plan request if any projects are planned in the future.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- ❑ Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- ❑ Comments **The property owner is the applicant.**

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

- ❑ Comments **A full legal description of the property was provided with the application.**

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 duplex.**

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 been provided.**

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

- ❑ Comments **The applicant indicated that duplex is already in use.**

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

- ❑ Comments **The application did not include information regarding the applicant's economic responsibility and capability, but the use is already occurring and appears viable.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment

- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

RECOMMENDED ACTION:

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

1. Pave one parking space adjacent to the alley or apply for a variance to allow the space to remain gravel.

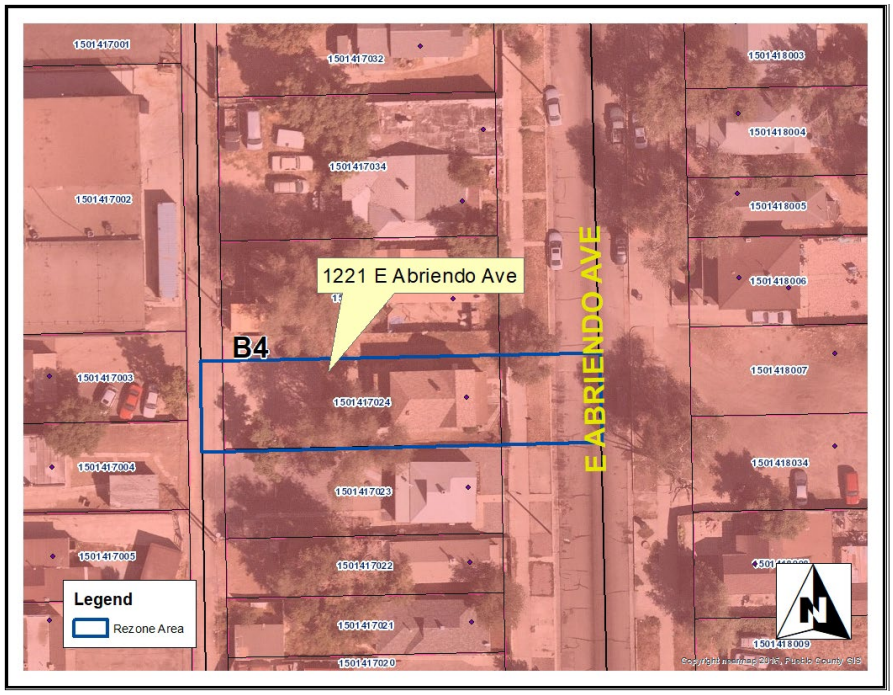
ATTACHMENTS:

- **A. Arial Photograph**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Vicinity Map Showing neighboring rezones to residential uses**
- **E. Site Photographs**
- **F. CCN District Information Sheet**
- **G. Application and Statement of Facts**
- **H. Rezoning Map Exhibit**

ATTACHMENTS:



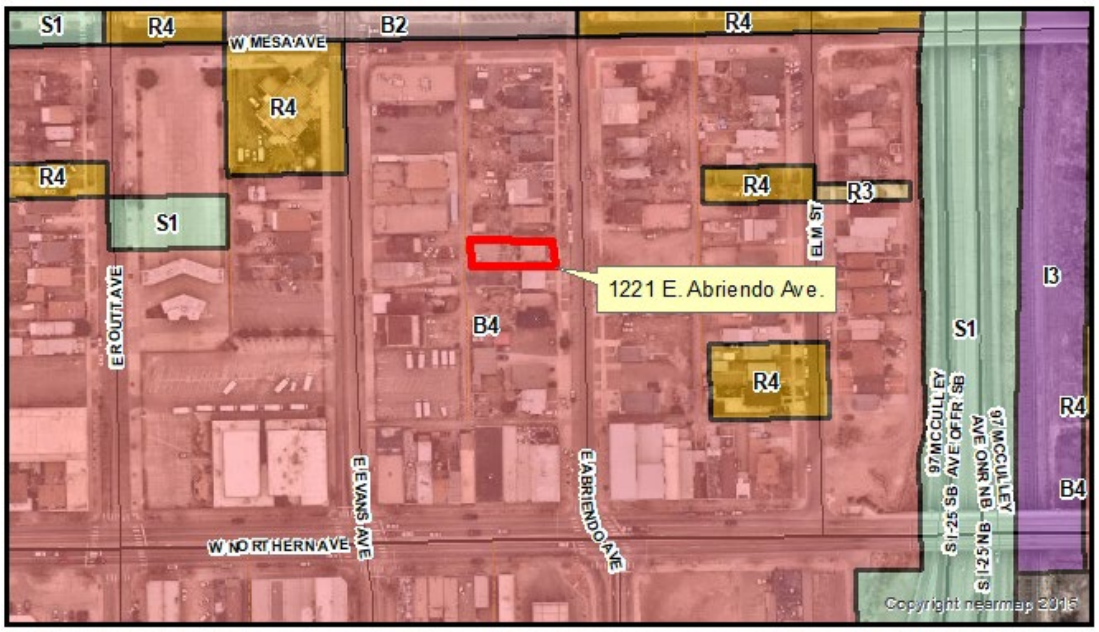
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Vicinity Map Showing neighboring rezones to residential uses



Looking West from Abriendo Ave.



Parking area in the rear along the alley.

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: Donald Etherton

Company: Prairie Fire Properties LLC

Address: 1221 E. Abriendo Ave | Zip: 81004

Phone: (720-210-8339 | Email: don@prairiefiresllc.com

Applicant

Name: Donald Etherton

Company: Prairie Fire Properties LLC

Address: 85 N> Grant St , Wickenburg, AZ | Zip: 85390

Phone: (720-210-8339 | Email: don@prairiefiresllc.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) 1221 E. Abriendo Ave

Parcel#

Legal Description:

Subdivision: Acreage:

Existing Zone District: B-4

Proposed Zone District: CCN

urpose of this Application:

- ☐ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

_____

ntinued from previous page)

tatement of Facts:

ustifying the zone change request. Be specific; use additional sheets if necessary.

escription of area surrounding proposed development:

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

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

stimated date for beginning project:

stimated date for completion of project:

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

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

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

Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the urposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Zoning Compliance (Completed by City Staff)

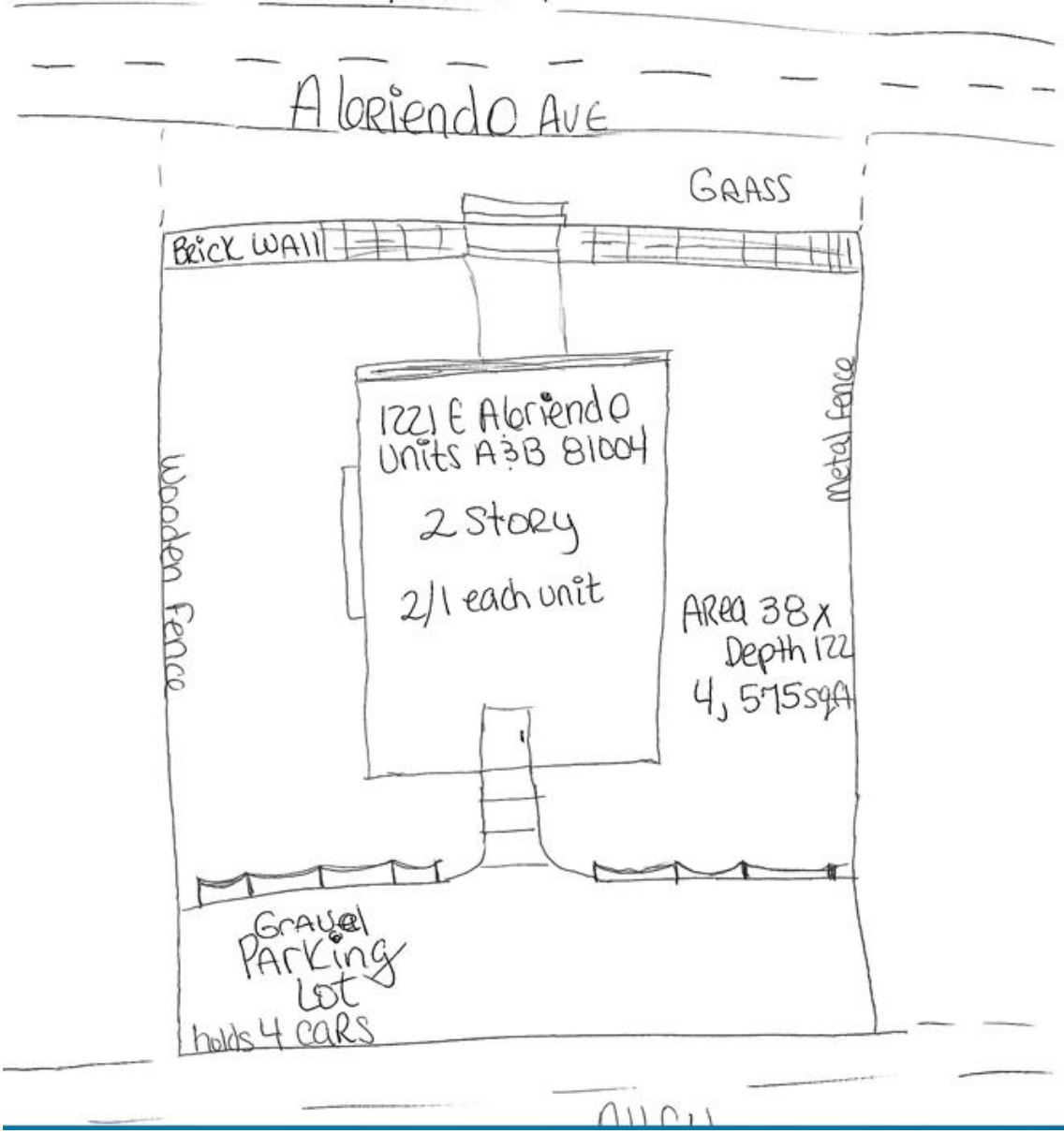
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions	

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

. There are no known hazards or vicious animals present on the subject property.
. All information contained in this application, is true and accurate to the best of my knowledge.
. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of pproval are conveyed with the acceptance of this application.

Print Name:	Donald Etherton	
Signature:	X	Date: 5/18/2022
Print Name:		
Signature:		Date:

Legal 10/2 of Lots 42 & ALL Lot 43
BLK 49 CHY HALL PL



May 20, 2022

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

Z-22-06: 1221 E. Abriendo Avenue rezoning approximately 4,575 sq. ft. located at 1221 E. Abriendo Avenue legally described as the north ½ of Lot 42 and all of Lot 43, Block 49, City Hall Place, currently zoned B-4, (Central Business District) being rezoned to CCN (Commercial Charter Neighborhood District).

The Planning and Zoning Commission meeting will be held on June 8th, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

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

CASE NUMBER Z-22-06

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 1221 E Abriendo Avenue to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

5-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 1221 E Abriendo Avenue, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

5-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
RYAN + ROBIN LLC	101 N MAIN ST	PUEBLO	CO	81001-3232
COLORADO CITY HOLDINGS LLC	11307 BELL CROSS CIR	PARKER	CO	80138-8766
LUSERO JAMES	12 BARRINGTON CT	PUEBLO	CO	81005-3517
ROME ENTERPRISES LLC	120 S 6TH ST STE 2100	MINNEAPOLIS	MN	55402-1823
MORALES MARIA L	1200 E EVANS AVE	PUEBLO	CO	81004-2905
BENAVIDEZ ROXY M + FUENTEZ D/	1201 E ABRIENDO AVE	PUEBLO	CO	81004-2901
BOYD SLADE C/BOYD AMELIA A	1201 E EVANS AVE	PUEBLO	CO	81004-2904
CARHUAMACA JANETH	1209 E ABRIENDO AVE	PUEBLO	CO	81004-2901
RAY ALBERT + RAY DONNA	1210 E ABRIENDO AVE	PUEBLO	CO	81004-2902
BARELA DONNA	1211 E ABRIENDO AVE	PUEBLO	CO	81004-2902
JOHNSON NATASHA K	1213 ELM ST	PUEBLO	CO	81004-2955
ALLEN BRYAN	1214 E ABRIENDO AVE	PUEBLO	CO	81004-2902
ERB HAROLD + ERB TASHICA	1217 E ABRIENDO AVE	PUEBLO	CO	81004-2901
MAURELLO VITO + MAURELLO JA(	1217 E EVANS AVE	PUEBLO	CO	81004-2904
BOUGHTON SCOTT M	1217 ELM ST	PUEBLO	CO	81004-2955
RAMIREZ RAQUEL	1218 E ABRIENDO AVE	PUEBLO	CO	81004-2969
GREER MITCHAL L	1223 ELM ST	PUEBLO	CO	81004-2955
MONTOYA TONIANN M	1227 ELM ST	PUEBLO	CO	81004-2955
PADILLA DONNA MARIE	1235 E ABRIENDO AVE	PUEBLO	CO	81004-2901
MONTOYA GILBERT A + MONTOYA	1237 ELM ST	PUEBLO	CO	81004-2955
SOUTHERN COLORADO HARM RED	1249 E ROUTT AVE	PUEBLO	CO	81004-2908
HOLMAN ANDREW P/HOLMAN VE	13 FULL MOON CT	PUEBLO	CO	81001-1874
MERCADO ARMANDO	134 SAN CARLOS RD	PUEBLO	CO	81005-2642
BUMSTEAD ANGELA KATHRYN	140 W 29TH ST # 323	PUEBLO	CO	81008-1034
CASADOS CHARLIE JOHN/CASADO!	143 MELROSE AVE	PUEBLO	CO	81004-1050
GAGLIANO VINCENT A	145 FORDHAM CIR	PUEBLO	CO	81005-1614
GRADISHAR WILLIAM B + GRADISH	152 BRIDLE TRL	PUEBLO	CO	81005-2648
PUEBLO COUNTY + GARY RASO	215 E PITKIN AVE	PUEBLO	CO	81004-2111
DANGREMOND SAMUEL T + DANG	216 DUNSMERE AVE	PUEBLO	CO	81004-1027
LARA ELIZLABETH M	217 VAN BUREN ST	PUEBLO	CO	81004-1818
PIZZABOI ENTERPRISES LLC	232 S UNION AVE	PUEBLO	CO	81003-3428
RABELO SERGIO / PINTO REBECA /	2325 SPRUCE ST	PUEBLO	CO	81004-3947
WITTY KATHLEEN S/WITTY FRANK	27965 HILLSIDE RD	PUEBLO	CO	81006-9743
MERCADO MIGUEL	2834 LAKE AVE	PUEBLO	CO	81004-3831
JAVARAS HARRY MIKE REVOCABLE	29306 N 130TH DR	PEORIA	AZ	85383-5219
MANZANARES ROBERT DEAN + M/	3 OSPREY CT	PUEBLO	CO	81005-5537
DOMINGUEZ THOMAS R JR	305 W NORTHERN AVE	PUEBLO	CO	81004-3109
LAYTON WILLIAM H	3225 BRENNER PL	COLORADO SPRINGS	CO	80917-5808
CASAS MARCUS LLC	4566 CASTLEPOINT DR	COLORADO SPRINGS	CO	80917-1365
PACHECO SAMUEL J	47 WILLIS CIRCLE	RYE	CO	81069-8697
D L L LLC	503 N MAIN ST STE 720	PUEBLO	CO	81003-3143
GRAY GARY L	528 ALFREDO AVE	WALSENBURG	CO	81089-1932
BANEGAS FIDELIA	5545 ANAHEIM WAY	DENVER	CO	80239-3737
MC PHERSON TONY/MC PHERSON	5664 VERDE RD	PUEBLO	CO	81004-9735
GUERIN PHILIP ANDREW	5800 E COLFAX AVE	DENVER	CO	80220-1507
HULTSMAN ST CLAIR	5949 MAGAZINE ST	NEW ORLEANS	LA	70115-3220

GARCIA CHRISTOPHER/GARCIA TH	624 COLORADO AVE	PUEBLO	CO	81004-2015
NUNEZ RONALD S/NUNEZ GENIEV	702 E MESA AVE	PUEBLO	CO	81006-1023
PRICE FRANCES P C/O RICHARD T F	7787 RADCLIFF ST	LAS VEGAS	NV	89123-0904
GAGLIANO ANTHONY C + GAGLIAN	89 PRINCETON ST	PUEBLO	CO	81005-1909
TOTAL LONGTERM CARE INC	8950 E LOWRY BLVD	DENVER	CO	80230-7030
QUIJADA CARLOS ANDRES	921 E 14TH ST	PUEBLO	CO	81001-2926
PIONEER INVESTMENTS LLC	PO BOX 11214	DENVER	CO	80211-0214
GOMEZ LUNA WALTER MAURICIO	PO BOX 172851	DENVER	CO	80217-2851
MISSION PROPERTIES LLC	PO BOX 448	RYE	CO	81069-0448
P P F NEWCO LLC	PO BOX 51012	COLORADO SPRINGS	CO	80949-1012

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE VACATING TWO 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED WITHIN BLOCKS 3, 4 AND 5, VILLA BELLA SUBDIVISION, FILING NO. 1 AND UNIMPROVED CBI DRIVE AND THE EASTERN PORTION OF UNIMPROVED NAPOLI WAY

SUMMARY:

The applicant is requesting to vacate two 20-foot utility drainage easements located within blocks 3, 4, and 5 in the Villa Bella Subdivision, Filing No.1 and to vacate unimproved CBI Drive and the eastern portion of unimproved Napoli Way generally located south of Rawlings Boulevard, west of Bergamo Drive and east of Thunderwolf Drive. The applicant is concurrently requesting to subdivide 48.240-acres into 375 residential lots and is also requesting to change the street name of Napoli Way to Medici Way.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

CBI Drive, Napoli Way and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2009 with the Villa Bella, Filing No. 1 Subdivision. At the time, CBI Drive, Napoli Way, and the drainage/utility easements were intended to provide drainage and utility service to multiple lots designated for commercial and office uses. Jeff Mark, property owner, is requesting to re-subdivide a portion of Villa Bella, Filing No. 1 to facilitate single-family residential development. Villa Bella, Filing No. 2, includes drainage and utility easements to serve the proposed single-family residential lots. CBI Drive and the eastern portion of Napoli Way will no longer be necessary to provide access to the previously platted commercial lots. Both streets will be replaced by local roadways, running north and south, to service the proposed single-family residential lots within the Villa Bella, Filing No. 2 Subdivision. The western portion of

Napoli Way will remain to provide access to Lots 43 to 193; however, the proposed subdivision shows Napoli Way being renamed to Medici Way, which will requires an approved Street Name Change. The Street Name Change to change Napoli Way to Medici Way was recommended for approval by City Council on August 10, 2022.

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 public utility and drainage easements located within blocks 3, 4 and 5, Villa Bella Subdivision, Filing No. 1 and unimproved CBI Drive and the eastern portion of unimproved Napoli Way will remain and the proposed Villa Bella, Filing No. 2 Subdivision will not be approved.

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

ORDINANCE NO. 10267

AN ORDINANCE VACATING TWO 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED WITHIN BLOCKS 3, 4 AND 5, VILLA BELLA SUBDIVISION, FILING NO. 1 AND UNIMPROVED CBI DRIVE AND THE EASTERN PORTION OF UNIMPROVED NAPOLI WAY

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

SECTION 1.

The following described street:

A STREET AND EASEMENT VACATION FOR CBI DRIVE AND A PORTION OF NAPOLI WAY, AND DRAINAGE AND UTILITY EASEMENTS LOCATED WITHIN BLOCKS 3, 4, AND 5 ACCORDING TO THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE N01°51'33"W ALONG THE EAST LINE THEREOF, 411.33 FEET;
THENCE S88°08'27"W ALONG THE NORTH LINE THEREOF, 31.15 FEET;
THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF LOT 3, BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE N88°08'27"E ALONG SAID SOUTH LINE, 31.15 FEET;
THENCE N01°51'33"W ALONG THE EAST LINE OF LOTS 3 AND 4, BLOCK 4, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY;
THENCE N88°08'27"E ALONG SAID SOUTH LINE, 60.00 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE S01°51'33"E ALONG THE WEST LINE OF LOTS 1 AND 6, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET;
THENCE N88°08'27"E ALONG THE SOUTH LINE OF LOTS 1, 2, AND 3, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE;
THENCE S01°51'33"E ALONG SAID WEST LINE, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 2 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE S88°08'27"W ALONG THE NORTH LINE OF LOTS 1, 2, AND 3, BLOCK 2 "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET;
THENCE S01°51'33"E ALONG THE WEST LINE OF LOT 1, BLOCK 2, "VILLA BELLA SUBDIVISION, FILING NO. 1", 412.50 FEET TO THE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;
THENCE S89°15'26"W ALONG SAID SOUTH LINE, 60.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: THE 20-FOOT-WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST- WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, 5, AND 6 OF SAID BLOCK 3;

TOGETHER WITH: THE 20-FOOT-WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST- WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, AND 5 OF SAID BLOCK 4;

TOGETHER WITH: THE 20-FOOT-WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 5 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST- WEST LOT LINE COMMON TO LOTS 1 AND 2 OF SAID BLOCK 5.

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 22, 2022 .

Final adoption of Ordinance by City Council on September 12, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on September 19, 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

VILLA BELLA SUBDIVISION, FILING NO. 1

STREET AND EASEMENT VACATION

LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

STREET AND EASEMENT VACATION DESCRIPTION:

A STREET AND EASEMENT VACATION FOR CBI DRIVE AND A PORTION OF NAPOLI WAY, AND DRAINAGE AND UTILITY EASEMENTS LOCATED WITHIN BLOCKS 3, 4, AND 5 ACCORDING TO THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE N01°51'33"W ALONG THE EAST LINE THEREOF, 411.33 FEET;
THENCE S88°08'27"W ALONG THE NORTH LINE THEREOF, 31.15 FEET;
THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF LOT 3, BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE N88°08'27"E ALONG SAID SOUTH LINE, 31.15 FEET;
THENCE N01°51'33"W ALONG THE EAST LINE OF LOTS 3 AND 4, BLOCK 4, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY;
THENCE N88°08'27"E ALONG SAID SOUTH LINE, 60.00 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE S01°51'33"E ALONG THE WEST LINE OF LOTS 1 AND 6, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET;
THENCE N88°08'27"E ALONG THE SOUTH LINE OF LOTS 1, 2, AND 3, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE;
THENCE S01°51'33"E ALONG SAID WEST LINE, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 2 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE S88°08'27"W ALONG THE NORTH LINE OF LOTS 1, 2, AND 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET;
THENCE S01°51'33"E ALONG THE WEST LINE OF LOT 1, BLOCK 2, "VILLA BELLA SUBDIVISION, FILING NO. 1", 412.50 FEET TO THE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;
THENCE S89°15'26"W ALONG SAID SOUTH LINE, 60.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, 5, AND 6 OF SAID BLOCK 3;

TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, AND 5 OF SAID BLOCK 4;

TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 5 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1 AND 2 OF SAID BLOCK 5.

RESERVATIONS:

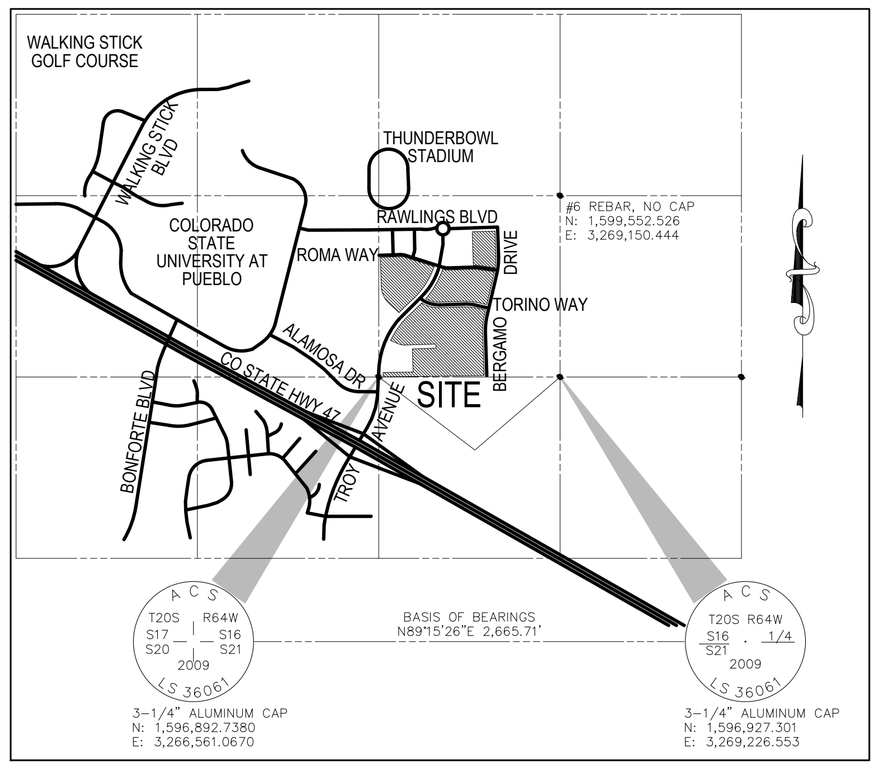
NONE

PURPOSE:

RESUBDIVISION

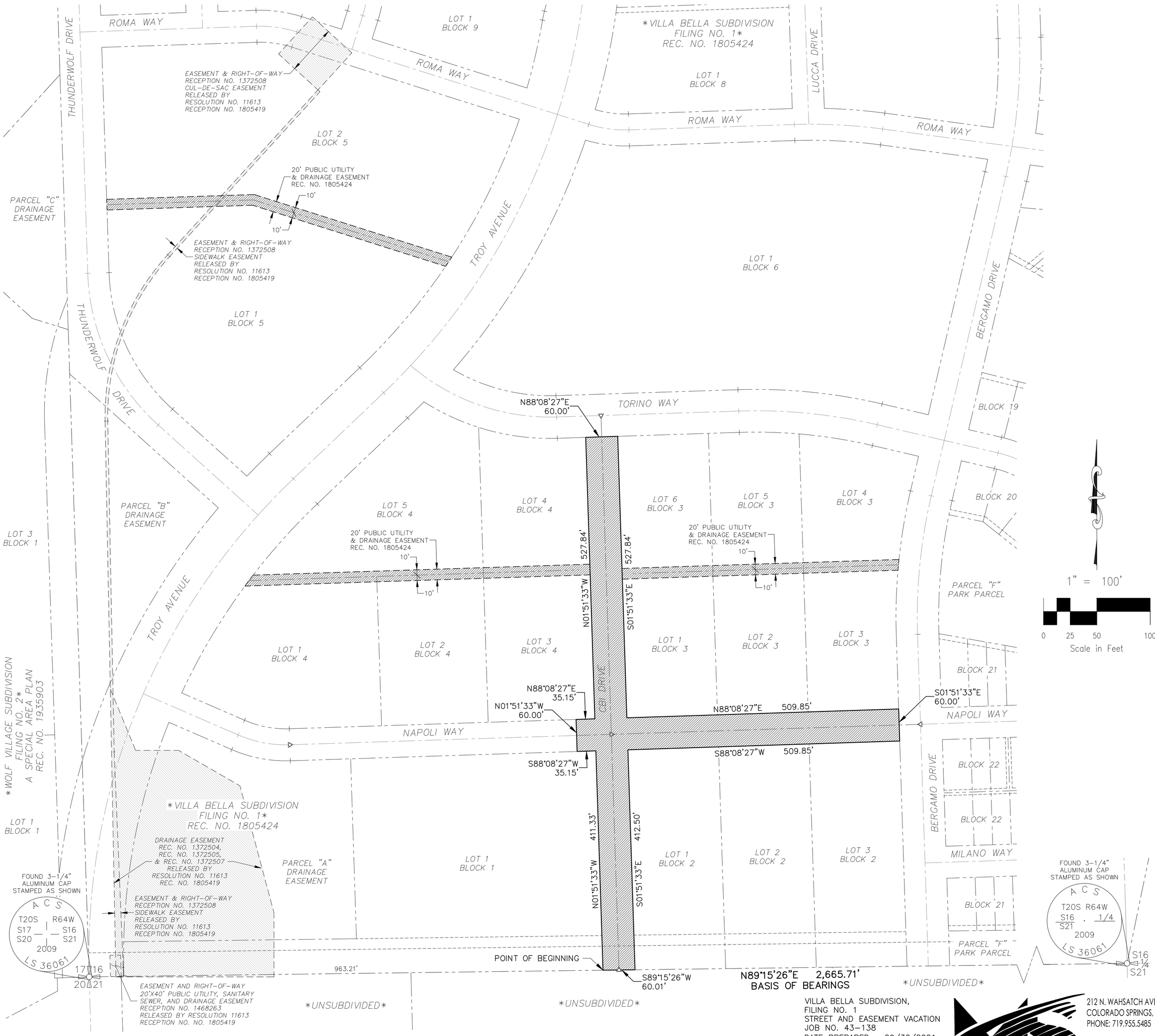
PREPARED UNDER MY SUPERVISION

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC



VICINITY MAP

N.T.S.



VILLA BELLA SUBDIVISION,
FILING NO. 1
STREET AND EASEMENT VACATION
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 11/19/2021

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDHUIS\Survey\Surv Exhibits\43-138 Vacation - CBI - Napoli.dwg Plotstamp: 11/19/2021 6:13 PM

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. **V-21-03 Street and Easement Vacation:** Villa Bella Filing No. 1, Street and Easement Vacation of a portion of Napoli Way, all of CBI Drive, and drainage/utility easements

   Staff Report by Beritt Odom

   BACKGROUND AND ANALYSIS:
   CBI Drive, Napoli Way and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2009 with the Villa Bella, Filing No. 1 Subdivision. At the time, CBI Drive, Napoli Way, and the drainage/utility easements were intended to provide drainage and utility service to multiple lots designated for commercial and office uses. Jeff Mark, property owner, is requesting to resubdivide a portion of Villa Bella, Filing No. 1 to facilitate single-family residential development. Villa Bella, Filing No. 2, includes drainage and utility easements to serve the proposed single-family residential lots. CBI Drive and the eastern portion of Napoli Way will no longer be necessary to provide access to the previously platted commercial lots. Both streets will be replaced by local roadways, running north and south, to service the proposed single-family residential lots within the Villa Bella, Filing No. 2 Subdivision. The western portion of Napoli Way will remain to provide access to Lots 43 to 193; however, the proposed subdivision shows Napoli Way being renamed to Medici Way, which will require an approved Street Name Change prior to City Council review of the proposed Street and Easement Vacation and Subdivision.

   RECOMMENDED ACTION: The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL following conditions:
   - The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

   Beritt Odom stated that the applicants have submitted an application for a street name change.

   HEARING:

   Virgil Sanchez, M&S Civil Consultants, Inc., 212 N. Wahsatch, Colorado Springs, testified in favor of the application.

   No one testified in opposition

   MOTION: Bailey moved to recommend approval of the vacation with the condition that the Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision**, s**econded by Spinuzzi

   Motion carried 6-0, Avalos absent.

2.

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-21-03 Villa Bella Vacation
S-21-10 Villa Bella Filing No. 2

DATE: August 11, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-21-03

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	July 13, 2022
SUBJECT:	**Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation**
APPLICANT:	Virgil A. Sanchez M&S Civil Consultants, Inc.
OWNER:	Jeff Mark, Caleb Development, LLC
LOCATION:	Generally located south of Rawlings Blvd., west of Bergamo Dr., and east of Thunderwolf Dr.
CONCURRENT REQUESTS:	S-21-10, Villa Bella Subdivision, Filing No. 2

Request:
To vacate, two 20-foot Public Utility and Drainage Easements, located within Blocks 3, 4, and 5, Villa Bella Subdivision, Filing No. 1. Vacate unimproved CBI Drive and the eastern portion of unimproved Napoli Way.

Staff review and findings:
CBI Drive, Napoli Way and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2009 with the Villa Bella, Filing No. 1 Subdivision. At the time, CBI Drive, Napoli Wayand the drainage/utility easements were intended to provide drainage and utility service to multiple lots designated for commercial and office uses. Jeff Mark, property owner, is requesting to resubdivide a portion of Villa Bella, Filing No. 1 to facilitate single-family residential development. Villa Bella, Filing No. 2, includes drainage and utility easements to serve the proposed single-family residential lots. CBI Drive and the eastern portion of Napoli Way will no longer be necessary to provide access to the previously platted commercial lots. Both streets will be replaced by local roadways, running north and south, to service the proposed single-family residential lots within the Villa Bella, Filing No. 2 Subdivision. The western portion of Napoli Way will remain to provide access to Lots 43 to 193; however the proposed subdivision shows Napoli Way being renamed to Medici Way, which will require an approved Street Name Change prior to City Council review of the proposed Street and Easement Vacation and Subdivision.

Applicable Regulations:
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL following conditions:

- The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

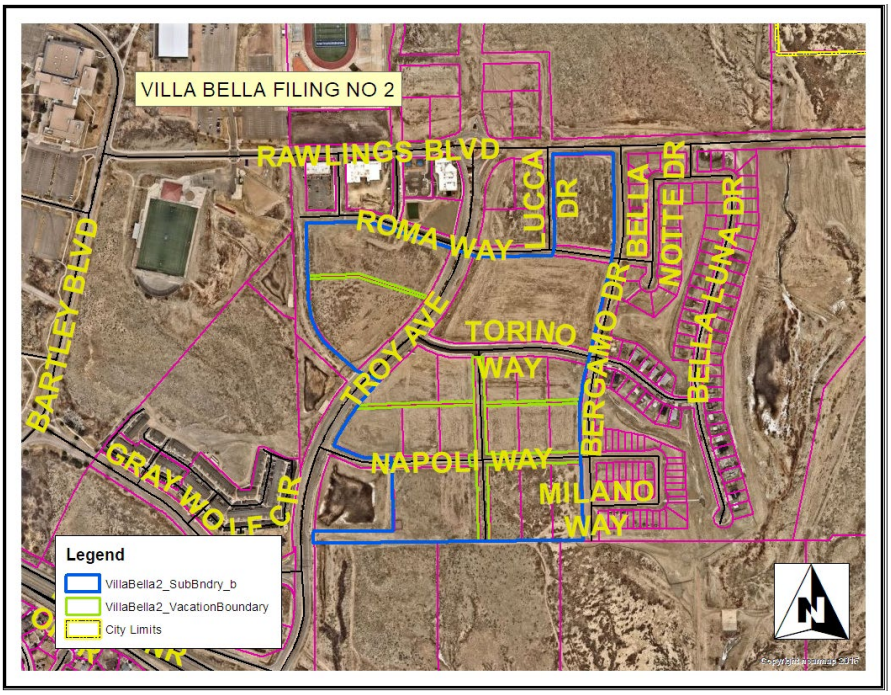
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments addressed
- City Transportation-Comments addressed
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

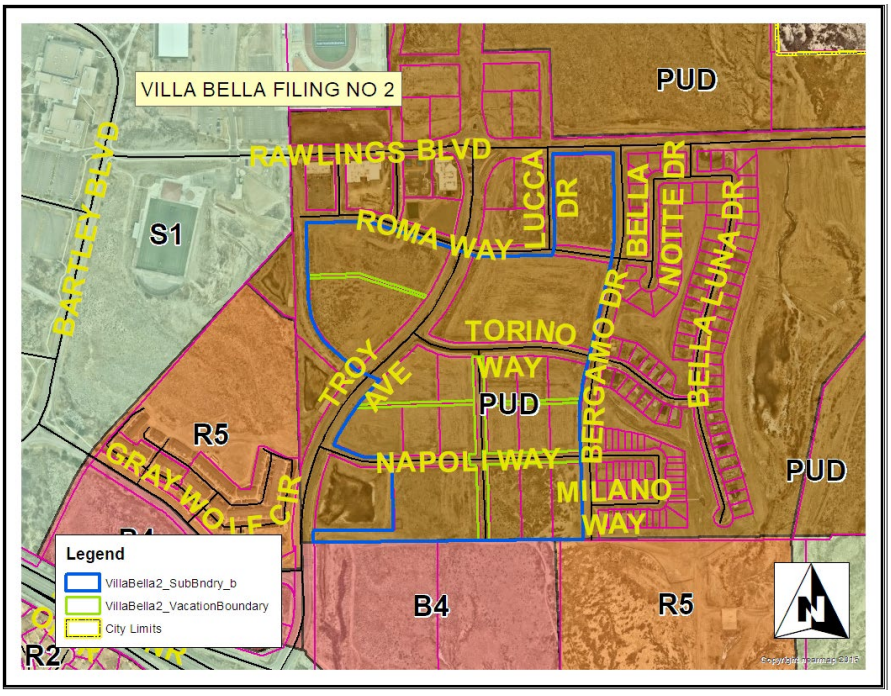
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. SRC Memo, July 5, 2022
E. Vacation Plat
F. Vacation Application

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map

Attachment D. Site Photos



Public Notice Poster


Looking south from Torino Way, CBI Drive and easements to be vacated

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: July 5, 2022

Subject: S-21-10 Villa Bella Subdivision, Filing No. 2
V-21-03 Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation

---

V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation

The Subdivision Review Committee recommends the Subdivision Plat be recommended for Approval with the following condition:

The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

S-21-10 Villa Bella Subdivision, Filing No. 2

Request for Modifications to Subdivision Regulations:
Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I:

1. Five- and seven-foot-wide utility easements, standard with is 10-foot.
2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    b) Fire trucks can maneuver with cars being parked on both sides.

The Subdivision Review Committee does not object to the request for modifications.

Request for Deferred Filings:
The property owner, and applicant submitted a request for deferred filings, the Subdivision Review Committee does not object to the request for Deferred Filings.

The Subdivision Review Committee recommends the Subdivision Plat be recommended for Approval with the following conditions (all conditions must be addressed prior to the subdivision being reviewed by City Council, unless noted otherwise):

1. Amend Parcel “A” dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1.
2. Amend the fifth paragraph of the “Dedication” to read: “LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.”

3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    d) Fire trucks can maneuver with cars being parked on both sides.

   Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review.

4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat.

5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022.

6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review.

7. Amend Subdivision Plat to reflect Thunderalley Drive not “Thunder Valley Drive.”

8. Change Giotto Drive to Giotto Circle on the subdivision plat.

9. Submit a Street Name Change request to change Napoli Way to Medici Way.

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		Applicant	
Name: JEFF MARK		Name: VIRGIL A. SANCHEZ	
Company: CALEB DEVELOPMENT, LLC		Company: M&S CIVIL CONSULTANTS, INC	
Address: 212 N. WAHSATCH	Zip: 80903	Address: 212 N. WAHSATCH	Zip: 80903
Phone: (719) 635-3200		Phone: (719) 491-0818	
Email: JMARK@LANDHUISCO.COM		Email: VIRGILS@MSCIVIL.COM	
Engineer		**Surveyor**	
Name: SAME AS APPLICANT		Name: SAME AS APPLICANT	
Company:		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) NE TROY AVE & HWY 47

Parcel No(s): 19 TOTAL - SEE ATTATCHED SHEET

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): VILLA BELLA

Project Scope

Project Name: Villa Bella Filing No. 2

- [x] Rearrangement of Property Boundaries:
  - # of existing lots: 19 Total acres: _____
- [ ] Overall Development Plan
- [ ] Site Plan Review: Building area: _____ sf
  - O HARP O Development Plan O PUD O Student Housing
- [ ] Special Area Plan
- [ ] Street Name Change: Existing Name: _____ Proposed Name: _____
- [x] Subdivision: # of lots: 375 Total acres: 48.24 AC.
- [ ] Text Amendment
- [x] Vacation: ✓ Street O Alley ✓ Easement O Other: _____
- [ ] Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
RE SUBDIVIDE COMMERCIAL LOTS INTO 375 SINGLE FAMILY LOTS

What is the total acreage included in the project? ~ 50 AC.

What is the proposed use of the property?

☐ Commercial ☐ Multi-family ☑ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☑ Yes ☐ No

If yes, please list: VILLA BELLA MASTER PLAN, VILLA BELLA Filing NO.1

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	JEFF MARK – Larson South Land Corp.	
Signature:	– VP	Date: 9/30/21

Applicant, if different from Property Owner

Print Name:	VIRGIL A. SANCHEZ	
Signature:	Virgil A Sanchez	Date: 10/5/21

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

VILLA BELLA SUBDIVISION, FILING NO. 1

STREET AND EASEMENT VACATION

LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

STREET AND EASEMENT VACATION DESCRIPTION:

A STREET AND EASEMENT VACATION FOR CBI DRIVE AND A PORTION OF NAPOLI WAY, AND DRAINAGE AND UTILITY EASEMENTS LOCATED WITHIN BLOCKS 3, 4, AND 5 ACCORDING TO THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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RESERVATIONS:

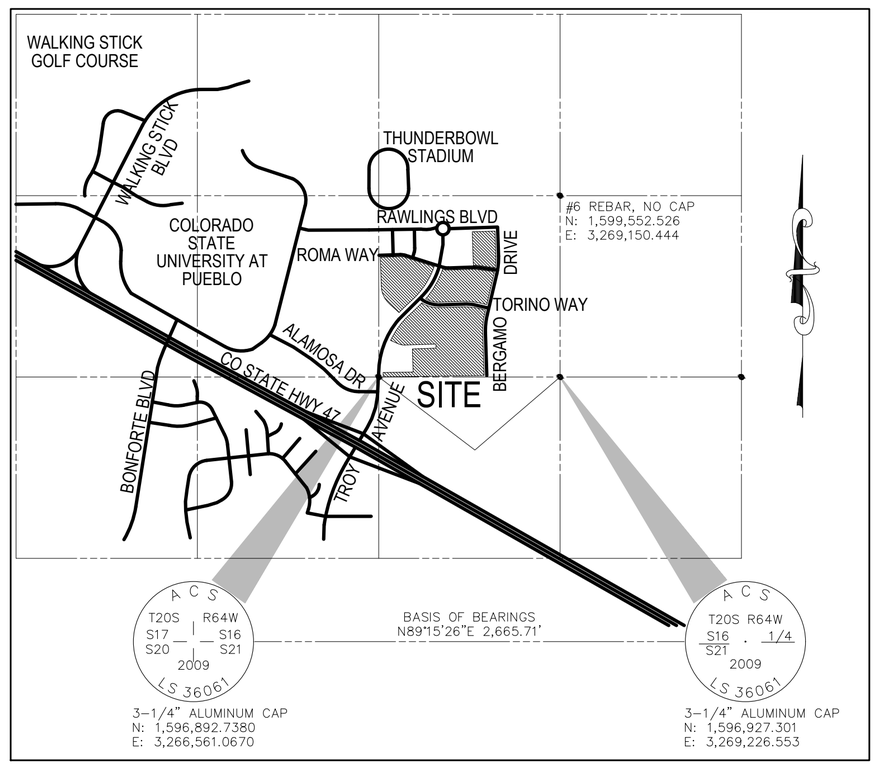
NONE

PURPOSE:

RESUBDIVISION

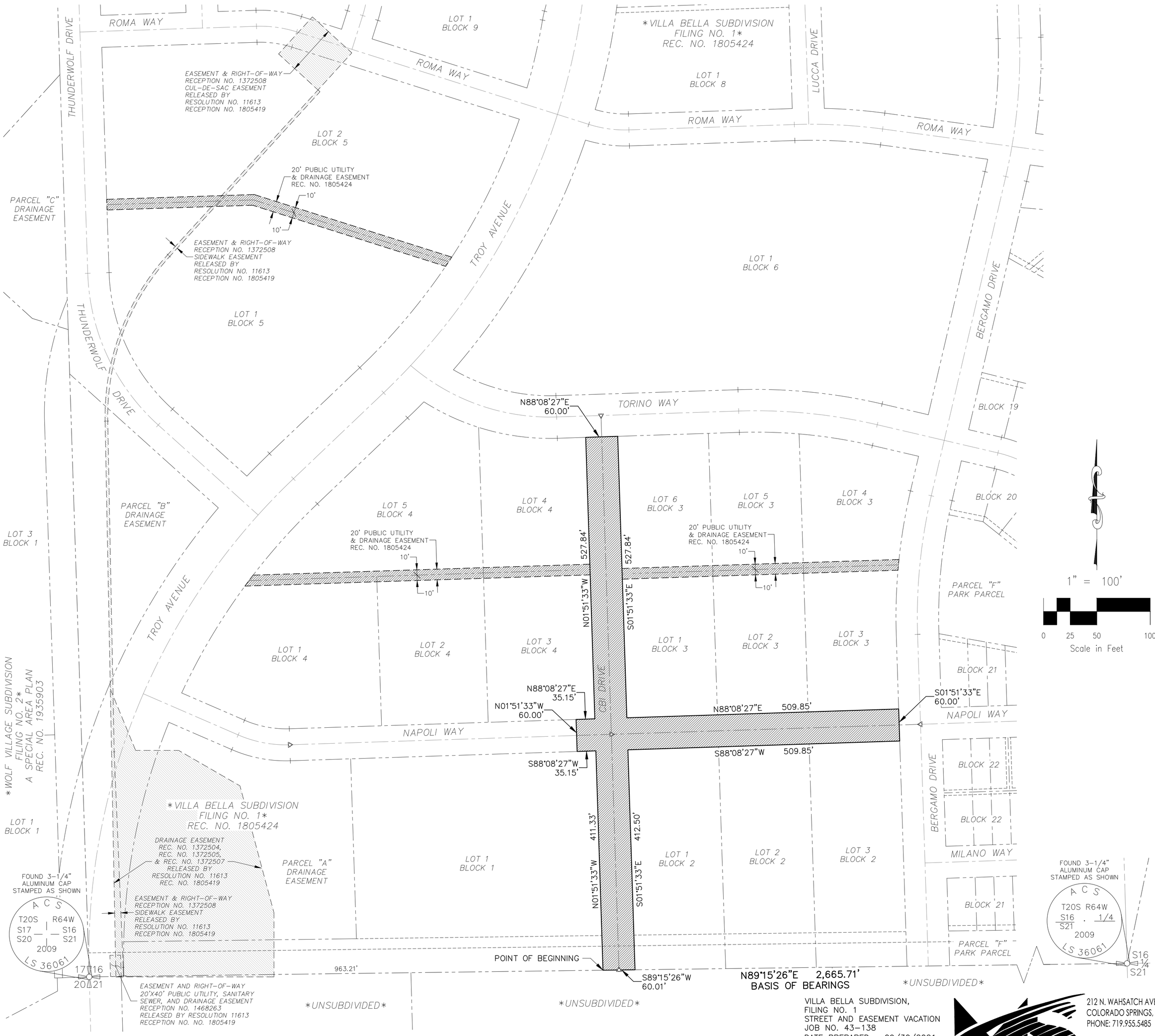
PREPARED UNDER MY SUPERVISION

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC



VICINITY MAP

N.T.S.



VILLA BELLA SUBDIVISION,
FILING NO. 1
STREET AND EASEMENT VACATION
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 11/19/2021

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDHUIS\Survey\Surv Exhibits\43-138 Vacation - CBI - Napoli.dwg Plotstamp: 11/19/2021 6:13 PM

June 28, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Jeff Mark, Caleb Development, LLC** for the approval of the following application(s) located south of Rawlings Blvd, west of Bergamo Drive, and east of Thunderwolf Drive.
V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation: Vacation of CBI Drive and a portion of Napoli Way. Vacation of Drainage and Utility Easements located within Blocks 3, 4, and 5.
S-21-10 Villa Bella Subdivision, Filing No. 2: Subdivision of 48.240 acres into 375 single-family residential lots.
The Planning and Zoning Commission meeting will be held on 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, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

June 28, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Jeff Mark, Caleb Development, LLC** for the approval of the following application(s) located south of Rawlings Blvd, west of Bergamo Drive, and east of Thunderwolf Drive.
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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER V-21-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: Villa Bella Filing NO. 2 Street Vacation, to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

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 Villa Bella Filing NO. 2 Street Vacation, 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	Owne	OwnerZip
COLORADO STATE BOARD OF AG	1525 SHERMAN ST	DENVER	CO	80203-1714
CALEB DEVELOPMENT LLC 36.45% / L(	212 N WAHSATCH AVE STI	COLORADO SPRIN	CO	80903-3476
COLORADO STATE BOARD OF AG ATTI	2200 BONFORTE BLVD	PUEBLO	CO	81001-4901
V B E BUILDING CORP	2390 RAWLINGS BLVD	PUEBLO	CO	81001-4905
RICHMOND AMERICAN HOMES OF CC	2509 TORINO WAY	PUEBLO	CO	81001-4912
WOLF VILLAGE INVESTORS LLC	3528 PRECISION DR STE 1(	FORT COLLINS	CO	80528-3502
CLARK JAMIE D	4350 S MONACO ST STE 5(	DENVER	CO	80237-3400
FOOTHILLS FARM RLLLP C/O PATRICK	4810 QUITA CT	PUEBLO	CO	81001-1072
610 RLLLP + TOUCHDOWN PROPERTIE	504 N GRAND AVE	PUEBLO	CO	81003-3113
UNIVERSITY VILLAGE COMM LLC	6304 CHARRINGTON DR	ENGLEWOOD	CO	80111-1109

City Clerk's Office Item # R-6

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 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 CHANGING THE STREET NAME OF NAPOLI WAY TO MEDICI WAY

SUMMARY:

The applicant is requesting to change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Napoli Way is located in the Villa Bella Subdivision, Filing No. 1, which was recorded in 2009. The eastern portion of Napoli Way is currently being vacated with the Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation. The vacation request was heard at Planning and Zoning Commission on July 13, 2022 and was referred to City Council for approval. The vacated portion of Napoli Way will be re-subdivided with the Villa Bella Subdivision, Filing No. 2. The proposed subdivision identifies the western portion of Napoli Way as Medici Way; however, that portion of the street is not included in the second filing subdivision. Because of this, the western portion of Napoli Way, must be renamed to Medici Way prior to City Council review of Villa Bella Subdivision, Filing No. 2. Napoli Way has never been improved and no properties are addressed on the street. Napoli Way only exists on the Villa Bella Subdivision, Filing No. 1.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10th, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Minutes of the Planning and Zoning Commission August 10, 2021 Public Hearing
Planning and Zoning Commission Staff Report with Exhibits

ORDINANCE NO. 10268

AN ORDINANCE CHANGING THE STREET NAME OF NAPOLI WAY TO MEDICI WAY

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

SECTION 1.

The street known as Napoli Way from the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Avenue is hereby changed to Medici Way.

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 August 22, 2022.

Final adoption of Ordinance by City Council on September 12, 2022.

President of City Council

Action by the Mayor:

☒ Approved on September 19, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 10, 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, Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Sr. Planner, Melanie Turner, Interim Traffic Engineer.

APPROVAL OF AGENDA

Commissioner Bailey moved to approve the agenda
Seconded by Aznar
Motion carried 7-0

PUBLIC HEARING AND ACTION

1. **SNC-22-01 Street Name Change:** change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Ave

BACKGROUND

Staff report by Beritt Odom

Napoli Way is located in the Villa Bella Subdivision, Filing No. 1, which was recorded in 2009.The eastern portion of Napoli Way is currently being vacated with the Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation. The vacation request was heard at Planning and Zoning Commission on July 13, 2022 and was referred to City Council for approval. The vacated portion of Napoli Way will be re-subdivided with the Villa Bella Subdivision, Filing No. 2. The proposed subdivision identifies the western portion of Napoli Way as Medici Way; however, that portion of the street is not included in the second filing subdivision. Because of this, the western portion of Napoli Way, must be renamed to Medici Way prior to City Council review of Villa Bella Subdivision, Filing No. 2. Napoli Way has never been improved and no properties are addressed on the street. Napoli Way only exists on the Villa Bella Subdivision, Filing No. 1.

COMPREHENSIVE PLAN COMPLIANCE:
N/A

RECOMMENDATION:
Staff recommends that the Street Name Change be **APPROVED**.

HEARING:

Virgil Sanchez was sworn in and discussed and answered questions from the Board on the proposed name change.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0**.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SNC-22-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 10, 2022
SUBJECT:	Street Name Change Napoli Way to Medici Way
APPLICANT:	Caleb Development, LLC and Lorson North Land Corp.
PROPERTY OWNER:	Caleb Development, LLC and Lorson North Land Corp.
LOCATION:	East of Troy Ave. and south of Torino Way.

Request:
To change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Ave.

Applicable Regulations:
Pueblo City-County Addressing Standards

Recommended Action:
Staff recommends that the Street Name Change be APPROVED.

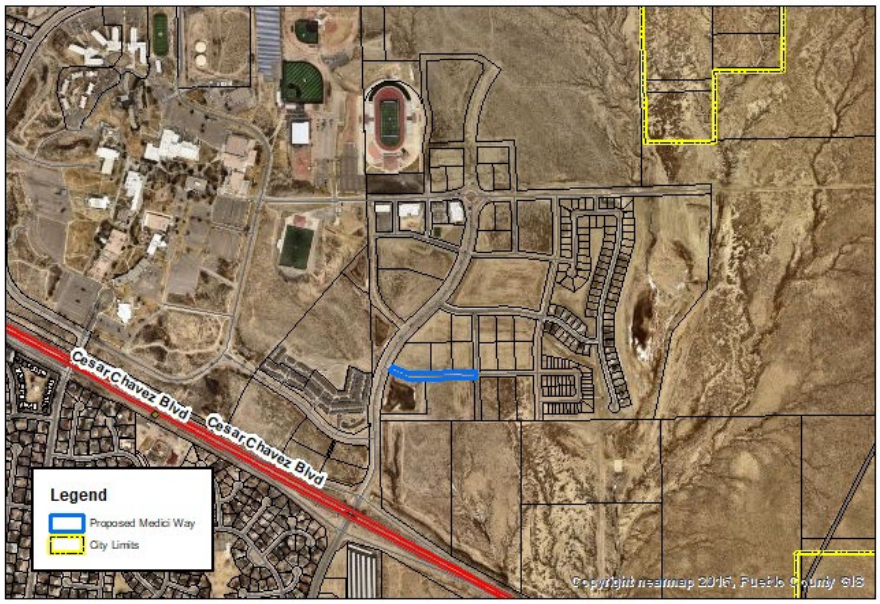
Staff Review and Findings:
Napoli Way is located in the Villa Bella Subdivision, Filing No. 1, which was recorded in 2009. The eastern portion of Napoli Way is currently being vacated with the Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation. The vacation request was heard at Planning and Zoning Commission on July 13, 2022 and was referred to City Council for approval. The vacated portion of Napoli Way will be re-subdivided with the Villa Bella Subdivision, Filing No. 2. The proposed subdivision identifies the western portion of Napoli Way as Medici Way; however, that portion of the street is not included in the second filing subdivision. Because of this, the western portion of Napoli Way, must be renamed to Medici Way prior to City Council review of Villa Bella Subdivision, Filing No. 2. Napoli Way has never been improved and no properties are addressed on the street. Napoli Way only exists on the Villa Bella Subdivision, Filing No. 1.

ATTACHMENTS:

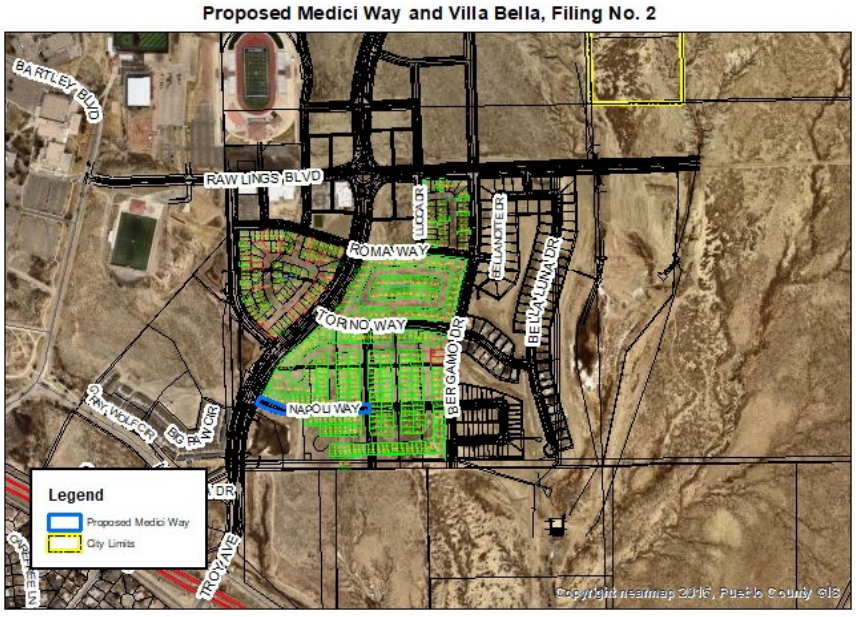
A. Aerial Map
B. Aerial Map with proposed Villa Bella, Filing No. 2
C. Zoning Map
D. Application

ATTACHMENTS:

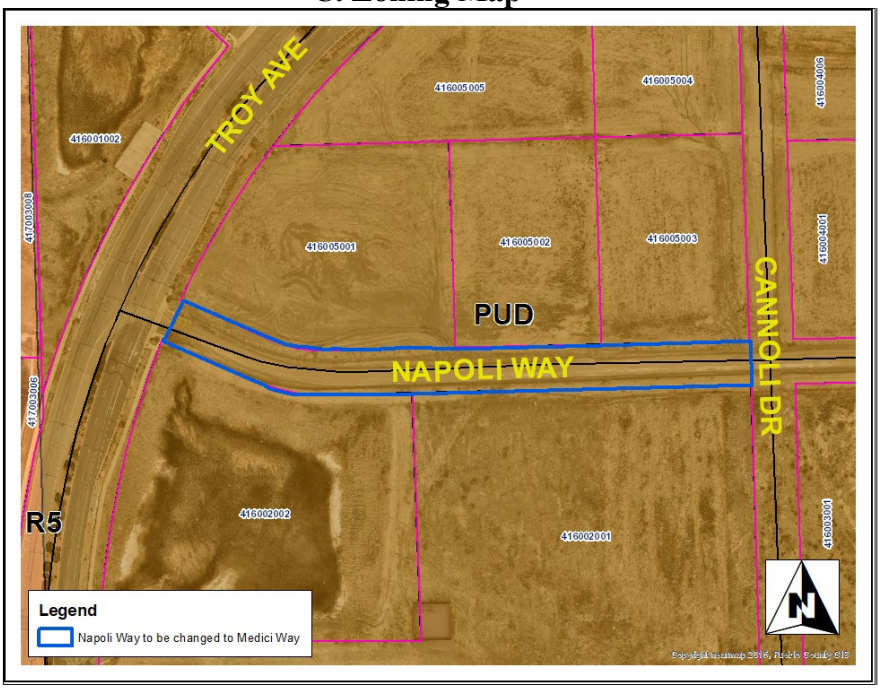
A. Aerial Map



B. Aerial Map with proposed Villa Bella, Filing No. 2



C. Zoning Map



B. Application

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Jeff Mark		Name: Virgil A. Sanchez	
Company Caleb Development, LLC & Lorson North Land Corp.		Company: M&S Civil Consultants, Inc.	
Address: 212 N. Wahsatch Ave	Zip: 80903	Address: 212 N. Wahsatch Ave, Suite 305	Zip: 80903
Phone: (719) 635-3200		Phone: (719) 491-0818	
Email: jmark@landhuisco.com		Email: virgils@mscivil.com	
Engineer		**Surveyor**	
Name: Same as Applicant		Name: Same as Applicant	
Company:		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Northeast Troy Ave and CO Hwy 47 - Villa Bella Master Plan

Parcel No(s): Villa Bella Filing No. 2

Existing Zone: PUD | Proposed Zone (if applicable): PUD

PUD Name (if applicable): Villa Bella

Project Scope

Project Name:

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☒ Street Name Change: Existing Name: Napoli Way Proposed Name: Medici Way
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:

Villa Bella Filing No. 2 is a replat of a portion of Villa Bella Filing No. 1. The layout for the proposed Replat "cut-off" the extension of Napoli Way west of Bergamo Drive. Therefore, a new street name was chosen "Medici Way" to replace the street name west of Bergamo Drive. Napoli Way west of Bergamo Drive was vacated through the City of Pueblo's subdivision process. See attached proposed final plat.

What is the total acreage included in the project? 48.24 Acres

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ☒ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ❑ No

If yes, please list: A submital is in review for the approval of a Final Plat. Replat of Villa Bella Filing No. 1.

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ❑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Jeff Mark	
Signature:	Jeff Mark	Date: 07/05/2022

Applicant, if different from Property Owner

Print Name:	Virgil A. Sanchez	
Signature:	Virgil A. Sanchez	Date: 07/05/2022

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted July 21, 2022
Published July 27, 2022

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

The City of Pueblo Planning Commission will hold a public hearing on August 10, 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)
To join, dial 1-346-248-7799 Meeting ID: 927 1786 7722 Passcode: 195462

SNC-22-01 Street Name Change, change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Ave.

A draft of the proposed street name change will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed street name change will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.

Scott Hobson

Scott Hobson
Administrative Official
(719) 553-2259

July 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Caleb Development, LLC and Lorson North Land Corp.** for the approval of the following application(s) generally located east of Troy Ave. and south of Torino Way.
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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER SNC-22-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Napoli Way to Medici Way to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

7-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By _____

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Napoli Way to Medici Way to be published in a newspaper*, as required by the City Charter at least 15 days before the date set for the hearing (17-6-6.1). Notice shall be published once in the newspaper.

7-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By _____

Owner	OwnerStree	OwnerCity	Own	OwnerZip
CALEB DEVELOPMENT LLC 36.45% /	212 N WAHSATCH AVE	COLORADO SPRINGS	CO	80903-3476
WOLF VILLAGE INVESTORS LLC	3528 PRECISION DR STE	FORT COLLINS	CO	80528-3502

City Clerk's Office Item # R-7

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE VILLA BELLA FILING NO. 2 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 48.240-acres into 375 residential lots and multiple parcels for a park, drainage, detention, trails, and public utilities. The applicant is concurrently requesting to vacate two 20-foot utility drainage easements located within blocks 3, 4, and 5 in the Villa Bella Subdivision, Filing No.1 and to vacate unimproved CID Drive and the eastern portion of unimproved Napoli Way generally located south of Rawlings Boulevard, west of Bergamo Drive and east of Thunderwolf Drive. The applicant is also concurrently requesting to change the street name of Napoli Way to Medici Way.

PREVIOUS COUNCIL ACTION:

City Council approved amending the zoning restrictions for the Villa Bella PUD on May 24, 2021 by Ordinance No. 9938.
City Council approved amending the zoning restrictions for the Villa Bella PUD on April 11, 2022 by Ordinance No. 10149.

BACKGROUND:

The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Boulevard and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses. In 2020, an amendment to the Villa Bella PUD was approved, which changed the uses within the project area to single-family residential. Villa Bella, Filing No. 2, divides the property into 375 modestly sized single-family residential lots and multiple parcels dedicated for drainage, detention, pedestrian, public utilities, trail, and landscape purposes. The average lot

area within the proposed subdivision is about 2,975 square feet with an average lot width of 35-feet. Parcel A is 3.837 acres and is dedicated as a neighborhood park that will be owned, developed, and maintained by the Villa Bella Metropolitan District No. 1. Parcel B is dedicated for perpetual use as public utility easements, landscaping, and sidewalk, “subject to certain restrictions.” However, the plat states Parcel B is intended for public utilities, drainage easements, and park. Staff recommends an amendment to the subdivision plat to remove the park provision from Parcel B. Additionally, the “SUMMARY” table on the dedication page of the subdivision must be amended to remove Parcel B from the park calculation. The proposed park area, within Parcel A, is approximately nine percent of the land area, exclusive of street widths, being subdivided, which exceeds the 8-percent park dedication requirement.

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 with conditions that must be satisfied prior to City Council review, 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.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be re-subdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance.
Minutes of the Planning and Zoning Commission July 13, 2022 Public Hearing
Memorandum from the Department of Public Works Dated August 11, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10269

AN ORDINANCE APPROVING THE VILLA BELLA FILING NO. 2 SUBDIVISION

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

SECTION 1.

The final plat of the Villa Bella Filing No. 2 Subdivision, being a subdivision of land legally described as:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 “VILLA BELLA SUBDIVISION FILING NO. 1” UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, “VILLA BELLA SUBDIVISION FILING NO. 1”, SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°15'11"W A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL “A”, “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
3. THENCE N66°33'15"W A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;

3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE 263.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 34°16'26", THE CHORD OF 259.30 FEET BEARS S74°43'20"E TO A POINT OF TANGENT;
2. THENCE N88°08'27"E A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'33"E A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON “VILLA BELLA SUBDIVISION FILING NO. 1”;

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1. THENCE S13°08'27"W A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
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3. THENCE S01°51'33"E A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061” BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 22, 2022.

Final adoption of Ordinance by City Council on September 12, 2022.

President of City Council

Action by the Mayor:

☒ Approved on September 19, 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

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND LORSON NORTH LAND CORP., A COLORADO CORPORATION, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO , BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 "VILLA BELLA SUBDIVISION FILING NO. 1" UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, "VILLA BELLA SUBDIVISION FILING NO. 1" SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°49'11"W (N01°49'18"W PLAT) A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL "A", "VILLA BELLA SUBDIVISION FILING NO. 1";

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TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

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SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, PARCELS, AND STREETS AND HAS SHOWN CERTAIN EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED ON THE PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "VILLA BELLA SUBDIVISION, FILING NO. 2"

DEDICATION

ALL OF THE STREETS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

PARCEL "A" AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE FOR ACCESS, LANDSCAPING, PARKS, AND RECREATION.

PARCELS "B", "C", "D", "E", "F", "G", "H", "I", "J", AND "K" AS SHOWN HEREON ARE HEREBY DEDICATED FOR PERPETUAL USE AS PUBLIC UTILITY EASEMENTS. THESE PARCELS ARE ALSO DEDICATED FOR PERPETUAL USE FOR LANDSCAPING AND SIDEWALK, SUBJECT TO THE FOLLOWING RESTRICTIONS.

WITH RESPECT TO ALL EASEMENTS FOR PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET, OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION, OR REMOVAL OF ALL OR ANY PARTS OF SAID PUBLIC UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

ALL PUBLIC UTILITY EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT. DRAINAGE FACILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 PURSUANT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT HEREIN REFERENCED.

LANDSCAPING LOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD CONDITION BY THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

ALL PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED _____, 202_, UNDER RECEPTION NO. _____

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022, A.D.

_____
JEFF MARK, MANAGER
CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2022, A.D. BY JEFF MARK, AS MANAGER, CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF LORSON NORTH LAND CORP., A COLORADO CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022, A.D.

_____
JEFF MARK, MANAGER
LORSON NORTH LAND CORP., A COLORADO CORPORATION

NOTARIAL:

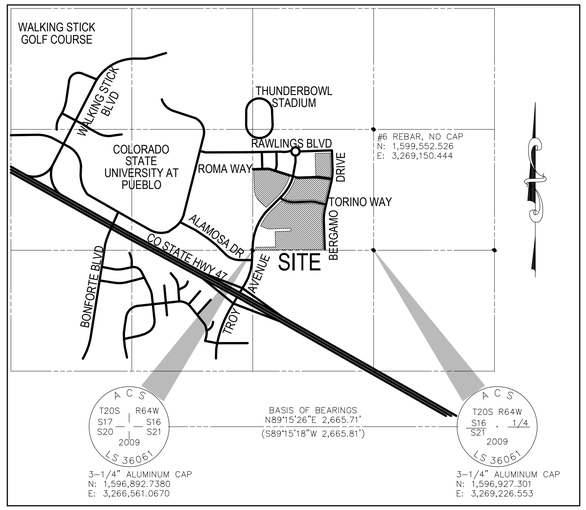
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2022, A.D. BY JEFF MARK, AS MANAGER, LORSON NORTH LAND CORP., A COLORADO CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____



VICINITY MAP

N.T.S.

EASEMENTS:

ALL LOTS ARE HEREBY PLATTED WITH FIVE (5) FOOT WIDE FRONT, FIVE (5) FOOT WIDE SIDE, AND SEVEN (7) FOOT WIDE REAR PUBLIC UTILITY AND DRAINAGE EASEMENTS.

THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER.

PLAT NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E (N89°15'18"E) A DISTANCE OF 2,665.71 (2,665.81) FEET.

2. THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 08101C0512 D, WITH AN EFFECTIVE DATE OF AUGUST 15, 2019 HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED. THERE ARE NO DESIGNATED FLOOD ZONES SHOWN THEREON FOR THE AREA BEING PLATTED.

3. THIS PLAT WAS PREPARED WITH A COMMITMENT FOR TITLE INSURANCE ISSUED BY UNIFIED TITLE COMPANY, LLC AS AGENT FOR STEWART TITLE GUARANTY COMPANY WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2021 AT 7:30 AM, FILE NO. 85658UTC, WHICH HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED.

4. THIS PROPERTY IS SUBJECT TO PROPERTY TAXES, RATES, FEES, TOLLS, CHARGES, AND ASSESSMENTS OF THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 WHICH ARE NOW LEVIED AND IMPOSED BY THIS DISTRICT OR WHICH MAY BE LEVIED AND IMPOSED IN THE FUTURE. THE DISTRICT WAS CREATED BY AN ORDER AND DECREE OF PUEBLO COUNTY DISTRICT COURT, CASE NO. _____ EVIDENCED BY DOCUMENTS RECORDED IN THE RECORDS OF PUEBLO COUNTY AT RECEPTION NO. _____

5. THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM ANY LOT PLATTED HEREIN TO TROY AVENUE, RAWLINGS BOULEVARD, BERGAMO DRIVE, OR TORINO WAY.
THERE SHELL BE NO DIRECT VEHICULAR ACCESS FROM LOT 249 TO THUNDERWOLF DRIVE.
THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 323, 341, 357, OR 358 TO ROMA WAY.

6. THE EXISTING STREETS WERE PLATTED UNDER RECEPTION NO. 1805424 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.

7. EXISTING ZONING: PUD

SURVEYORS CERTIFICATION

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

_____
VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC

NOTICE

ACCORDING TO C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

IMPROVEMENTS CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7 (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF VILLA BELLA SUBDIVISION, FILING NO. 2 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK DATE

ACCEPTANCE OF PUBLIC FACILITIES

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET. [RECORD N89°15'18"E 2,665.81 FEET] AS SUCH, THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

SUMMARY:

375 LOTS	31.993 ACRES	66.32%
12 PARCELS:		
2 PARK PARCELS	3.837 ACRES	7.95%
10 OTHER PARCELS	1.254 ACRES	2.60%
RIGHTS-OF-WAY	11.156 ACRES	23.13%
TOTAL	48.240 ACRES	100.00%

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS,INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: D:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDNEW\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/15/2022 2:00 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— – ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— – – ———	ADJACENT SUBDIVISION LINE
——— – – ———	ADJACENT PROPERTY LINE
——— – – ———	EXISTING RIGHT OF WAY LINE
——— – ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
——— – ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

NOTE: THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

BOUNDARY CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	160.98	970.00	9°30'32"
C2	113.80	1030.00	6°19'50"

1" = 100'

0 25 50 100 200

Scale in Feet

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
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CIVIL CONSULTANTS, INC.

File: Q:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINFO\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/13/2022 5:26 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
—— — ——	CENTERLINE
— — — —	EASEMENT LINE
—— — — ——	ADJACENT SUBDIVISION LINE
—— — — ——	ADJACENT PROPERTY LINE
—— — — ——	EXISTING RIGHT OF WAY LINE
—— — — ——	EXISTING CENTERLINE
— — — —	EXISTING EASEMENT
— — — —	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.04	195.00	5°53'13"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	N10°25'14"E

SEE SHEET 4

SEE SHEET 6

WOLF VILLAGE SUBDIVISION FILING NO. 2 A SPECIAL AREA PLAN REC. NO. 1935903

LOT 3 BLOCK 1

LOT 1 BLOCK 1

TROY AVENUE (130' PUBLIC ROW)

130' ROW 65' 65'

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "A" DRAINAGE EASEMENT

SIDEWALK EASEMENT (WIDTH VARIES) REC. NO. 1805424

GAS EASEMENT (WIDTH VARIES) REC. NO. _____

GAS EASEMENT (WIDTH VARIES) REC. NO. _____

RIGHT-OF-WAY EASEMENT NO. 5 REC. NO. 938243

RIGHT-OF-WAY EASEMENT NO. 4 REC. NO. 938243

50'x50' EXCLUSIVE GAS EASEMENT REC. NO. 2198704

45' CENTRAL TELEPHONE AND UTILITIES CORPORATION EASEMENT BOOK 1918, PAGE 645

20' PUBLIC UTILITY & DRAINAGE EASEMENT INGRESS AND EGRESS EASEMENT REC. NO. 1805424

1,200 SF 0.028 AC +/- PUBLIC UTILITY AND EASEMENT

PARCEL "A" 142,238 SF 3.265 AC +/- PARK AND EXISTING EASEMENTS

MEDICI WAY (60' PUBLIC ROW)

CLAUDIA WAY (60' PUBLIC ROW)

BYZANTIUM DRIVE (60' PUBLIC ROW)

LOT 108 4,675 SF
LOT 109 2,975 SF
LOT 110 2,975 SF
LOT 111 2,975 SF
LOT 112 2,975 SF
LOT 113 2,975 SF
LOT 114 2,975 SF
LOT 115 2,975 SF
LOT 116 3,825 SF
LOT 117 2,975 SF
LOT 118 2,975 SF
LOT 119 2,975 SF
LOT 120 2,975 SF
LOT 121 2,975 SF
LOT 122 2,975 SF
LOT 123 2,975 SF
LOT 124 2,975 SF
LOT 125 2,975 SF
LOT 126 4,675 SF
LOT 127 3,141 SF
LOT 129 3,904 SF
LOT 130 3,971 SF
LOT 131 2,975 SF
LOT 132 2,975 SF
LOT 133 2,975 SF
LOT 134 2,975 SF
LOT 135 2,975 SF
LOT 136 2,975 SF
LOT 137 2,975 SF
LOT 138 3,825 SF
LOT 139 3,825 SF
LOT 158 3,825 SF
LOT 35 2,975 SF
LOT 36 2,975 SF
LOT 37 2,975 SF
LOT 38 2,975 SF
LOT 39 2,975 SF
LOT 40 2,975 SF
LOT 41 2,975 SF
LOT 42 2,975 SF
LOT 43 2,975 SF

N66°33'15"W 128.50'
L=86.12'
R=195.00'
Δ=25°18'19"
Δ=7°08'24"
L=24.30'
Δ=12°16'52"
L=41.80'
N10°25'14"E (R)
S16°18'52"W (R)
N16°18'27"E (R)
S88°08'27"W 537.91'
N88°08'27"E 537.91'
N88°08'27"E 424.85'
N88°08'27"E 115.00'
N88°08'27"E 305.00'
S88°08'27"W 705.72'
S88°08'27"W 639.39'
N88°08'27"E 700.00'
N01°51'33"W 337.36'
N01°51'33"W 660.00'
N01°51'33"W 600.00'
N01°51'33"W 230.00'
S01°51'33"E
S88°41'45"E (R)
N89°15'26"E 436.33'
N01°49'11"W 1.22'
L=63.79'
R=1170.00'
Δ=3°07'26"
S89°15'26"W 1,468.15'
N89°15'26"E 2,665.71'
BASIS OF BEARINGS
POINT OF BEGINNING
337.91'
200.00'
335.00'
22.00'
L=224.27'
R=492.00'
Δ=26°06'53"
L=23.43'
R=20.00'
Δ=67°06'53"
1.33'

17016 5021 20021

A C S
T20S R64W
S17 S16
S20 S21
2009
LS 36061

FOUND 3-1/4" ALUMINUM CAP STAMPED AS SHOWN

UNSUBDIVIDED

UNSUBDIVIDED

1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE

REAR 5' 10' 14'
7' REAR
TYPICAL LOT
SIDE SIDE SIDE SIDE
EASEMENT LINE (TYP)
FRONT 5'

RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

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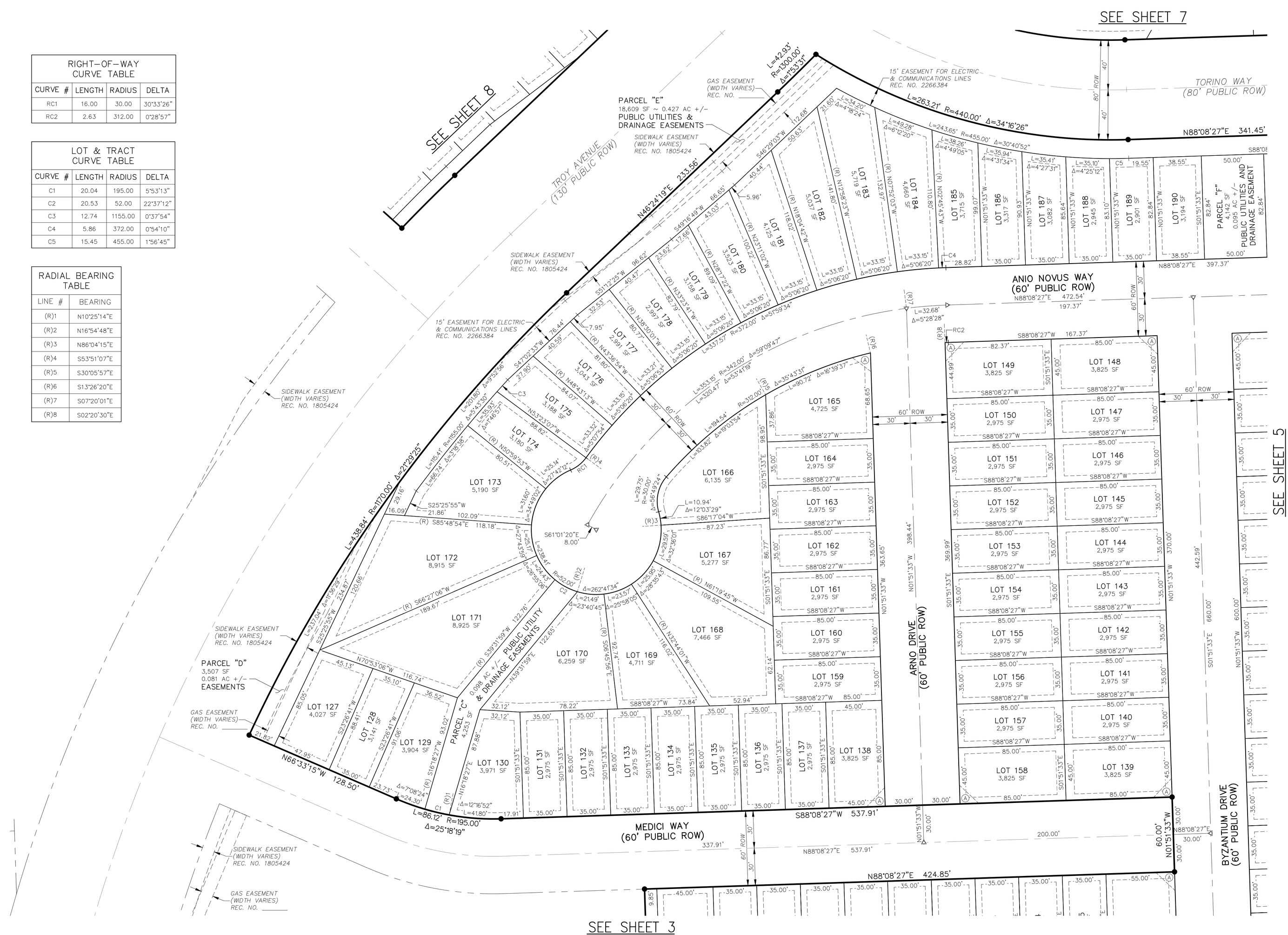
VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC1	16.00	30.00	30°33'26"
RC2	2.63	312.00	0°28'57"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.04	195.00	5°53'13"
C2	20.53	52.00	22°37'12"
C3	12.74	1155.00	0°37'54"
C4	5.86	372.00	0°54'10"
C5	15.45	455.00	1°56'45"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	N10°25'14"E
(R)2	N16°54'48"E
(R)3	N86°04'15"E
(R)4	S53°51'07"E
(R)5	S30°05'57"E
(R)6	S13°26'20"E
(R)7	S07°20'01"E
(R)8	S02°20'30"E



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— — — ———	ADJACENT SUBDIVISION LINE
——— — — ———	ADJACENT PROPERTY LINE
——— — — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
——— — ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

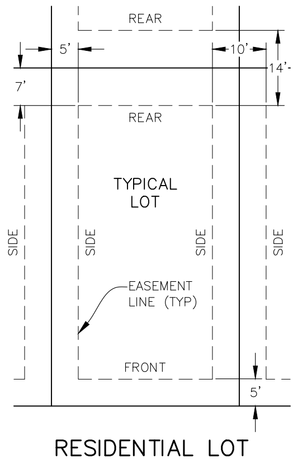
1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

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VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
O	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
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—— – – ——	ADJACENT PROPERTY LINE
—— – – ——	EXISTING RIGHT OF WAY LINE
—— – ——	EXISTING CENTERLINE
– – – – –	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION



RADIAL BEARING TABLE	
LINE #	BEARING
(R)9	S03°54'28"W
(R)10	S00°23'05"W
(R)11	S02°58'35"W
(R)12	S05°33'54"W
(R)13	S00°06'43"E
(R)14	S78°39'49"W
(R)15	S78°24'25"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C1	16.02	60.00	15°17'50"
℄C2	17.38	60.00	16°35'52"

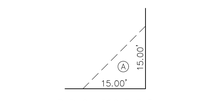
RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC3	8.01	30.00	15°17'50"
RC4	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	13.72	755.00	1°02'28"
C7	13.48	90.00	8°34'45"

1" = 40'

0 10 20 40 80

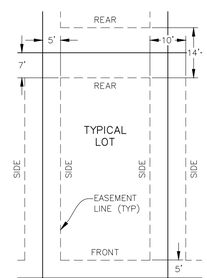
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

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File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINFO\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/15/2022 2:03 PM

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LEGEND:

- SF — SQUARE FEET
- (R) — RADIAL BEARING
- ● — SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
- ○ — FOUND MONUMENT AS NOTED
- △ — SET CITY MONUMENT BOX
- BOUNDARY LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT LINE
- ADJACENT SUBDIVISION LINE
- ADJACENT PROPERTY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT
- SECTION/QUARTER SECTION LINE
- *NOT A PART* — PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

SEE SHEET 5



1" = 40'

0 10 20 40 80

Scale in Feet

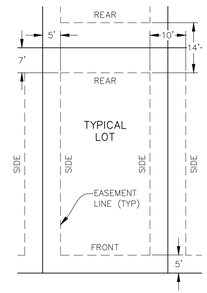
PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)16	N61°38'25"W
(R)17	N19°53'51"W
(R)18	N02°49'04"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C3	17.38	60.00	16°35'52"
℄C4	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC5	8.69	30.00	16°35'52"
RC6	8.69	30.00	16°35'52"



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: D:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINUS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/13/2022 5:31 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

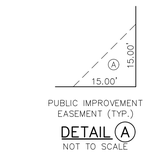
LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
	BOUNDARY LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	CENTERLINE
	EASEMENT LINE
	ADJACENT SUBDIVISION LINE
	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

0 10 20 40 80

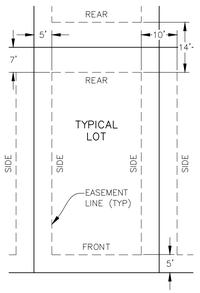
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)19	N18°08'54"W
(R)20	N62°54'54"W
(R)21	N00°15'15"E
(R)22	S01°06'37"W
(R)23	S03°17'33"W
(R)24	S05°28'30"W
(R)25	S07°39'27"W
(R)26	S03°58'52"W
(R)27	S02°45'06"W
(R)28	S05°10'32"W
(R)29	S01°59'27"W
(R)30	N65°25'52"W
(R)31	N85°16'37"W
(R)32	N09°14'38"E

SEE SHEET 8

SEE SHEET 9

ROMA WAY (60' PUBLIC ROW)

NO DIRECT VEHICULAR ACCESS FROM RESIDENTIAL LOTS

TROY AVENUE (130' PUBLIC ROW)

BOTTICELLI CIRCLE (60' PUBLIC ROW)

LUCCA DRIVE (60' PUBLIC ROW)

DA VINCI DRIVE (60' PUBLIC ROW)

BERGAMO DRIVE (60' PUBLIC ROW)

TORINO WAY (80' PUBLIC ROW)

PARCEL "J"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 9
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "I"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 9
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "H"
9,134 SF
0.210 AC +/-
PUBLIC UTILITIES AND DRAINAGE EASEMENT

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "E" PARK PARCEL

LOT 1 BLOCK 19

LOT 2 BLOCK 19

LOT 2 BLOCK 18

LOT 200 8,983 SF
LOT 201 6,485 SF
LOT 202 4,636 SF
LOT 203 4,298 SF
LOT 204 4,247 SF
LOT 205 5,916 SF
LOT 206 5,487 SF
LOT 207 3,904 SF
LOT 208 3,827 SF
LOT 209 3,827 SF
LOT 210 3,847 SF
LOT 211 3,913 SF
LOT 212 4,958 SF
LOT 213 5,467 SF
LOT 214 4,414 SF
LOT 215 4,435 SF
LOT 216 7,044 SF
LOT 217 9,201 SF
LOT 218 5,775 SF
LOT 219 3,672 SF
LOT 220 3,878 SF
LOT 221 3,859 SF
LOT 222 4,487 SF
LOT 223 5,791 SF
LOT 224 3,778 SF
LOT 225 3,948 SF
LOT 226 4,045 SF
LOT 227 4,135 SF
LOT 228 4,135 SF
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LOT 243 4,273 SF
LOT 244 4,273 SF
LOT 245 3,963 SF
LOT 246 3,836 SF
LOT 247 3,836 SF
LOT 248 6,072 SF
LOT 196 3,735 SF
LOT 195 3,933 SF
LOT 194 4,812 SF
LOT 197 5,269 SF
LOT 198 8,295 SF
LOT 199 13,654 SF

SEE SHEET 4

SEE SHEET 5

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC7	8.69	30.00	16°35'52"
RC8	9.06	30.00	17°18'09"
RC9	9.06	30.00	17°18'09"
RC10	8.69	30.00	16°35'52"
RC11	57.14	970.00	3°22'30"
RC12	8.33	30.00	15°54'21"
RC13	8.69	30.00	16°35'52"
RC14	8.69	30.00	16°35'52"
RC15	9.15	30.00	17°28'13"

RIGHT-OF-WAY LINE TABLE		
LINE #	BEARING	DISTANCE
RL1	N01°51'33"W	23.20
RL2	S01°51'33"E	21.52

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C5	17.38	60.00	16°35'52"
℄C6	18.12	60.00	17°18'09"
℄C7	18.12	60.00	17°18'09"
℄C8	17.38	60.00	16°35'52"
℄C9	16.66	60.00	15°54'21"
℄C10	17.38	60.00	16°35'52"
℄C11	17.38	60.00	16°35'52"
℄C12	18.29	60.00	17°28'13"

CENTERLINE LINE TABLE		
LINE #	BEARING	DISTANCE
℄L1	N01°51'33"W	22.82

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	21.00	1418.50	0°50'54"
C9	15.29	90.00	9°43'51"
C10	14.61	1127.50	0°44'33"

LOT & TRACT LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N08°58'38"E	15.09
L2	N26°42'17"E	20.00

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
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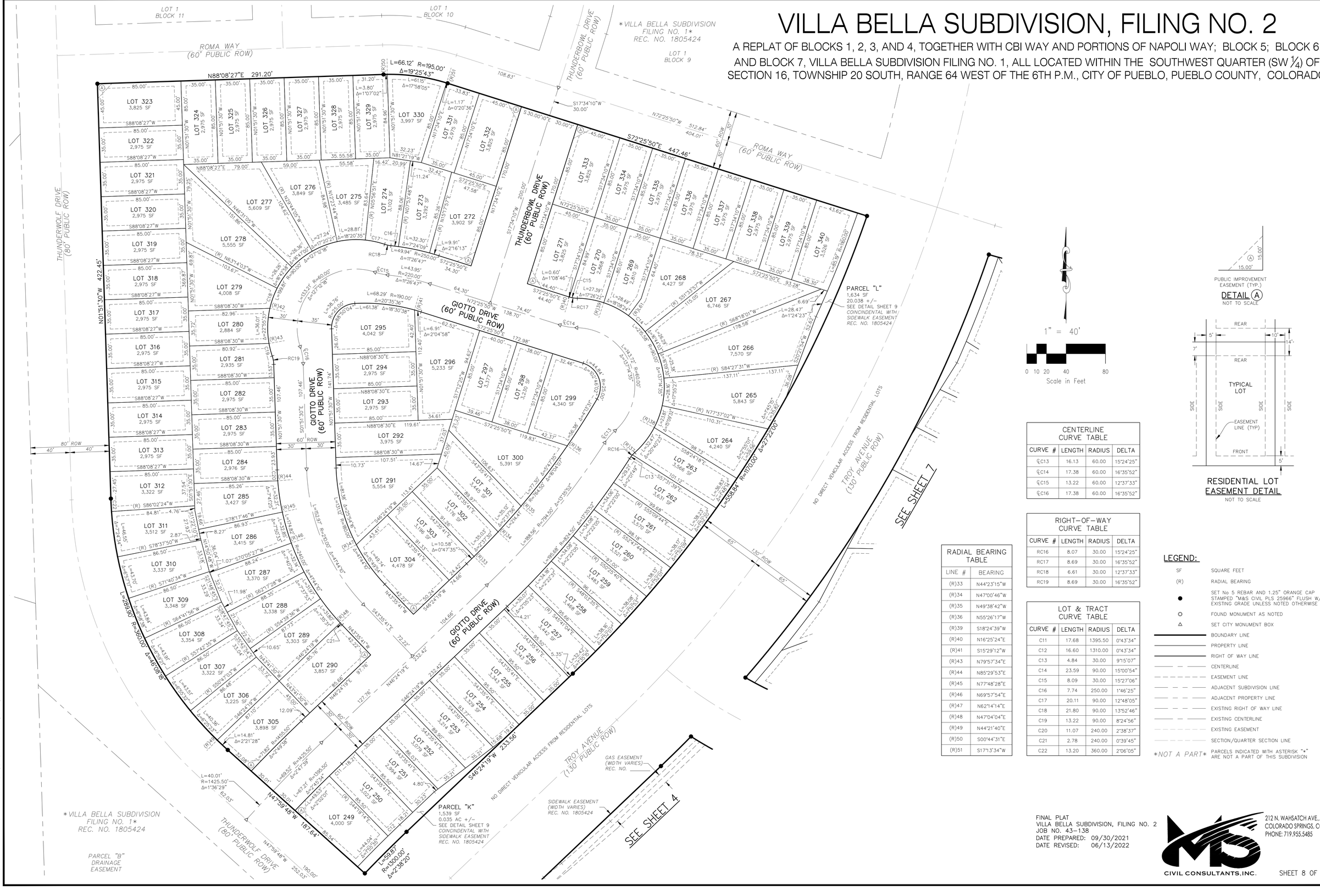

1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE

RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C13	16.13	60.00	15°24'25"
℄C14	17.38	60.00	16°35'52"
℄C15	13.22	60.00	12°37'33"
℄C16	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC16	8.07	30.00	15°24'25"
RC17	8.69	30.00	16°35'52"
RC18	6.61	30.00	12°37'33"
RC19	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	17.68	1395.50	0°43'34"
C12	16.60	1310.00	0°43'34"
C13	4.84	30.00	9°15'07"
C14	23.59	90.00	15°00'54"
C15	8.09	30.00	15°27'06"
C16	7.74	250.00	1°46'25"
C17	20.11	90.00	12°48'05"
C18	21.80	90.00	13°52'46"
C19	13.22	90.00	8°24'56"
C20	11.07	240.00	2°38'37"
C21	2.78	240.00	0°39'45"
C22	13.20	360.00	2°06'05"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)33	N44°23'15"W
(R)34	N47°00'46"W
(R)35	N49°38'42"W
(R)36	N55°26'17"W
(R)39	S18°24'39"W
(R)40	N16°25'24"E
(R)41	S15°29'12"W
(R)43	N79°57'34"E
(R)44	N85°29'53"E
(R)45	N77°48'28"E
(R)46	N69°57'54"E
(R)47	N62°14'14"E
(R)48	N47°04'04"E
(R)49	N44°21'40"E
(R)50	S00°44'31"E
(R)51	S17°13'34"W

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— — ———	ADJACENT SUBDIVISION LINE
——— — ———	ADJACENT PROPERTY LINE
——— — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
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PHONE: 719.955.5485
CIVIL CONSULTANTS.INC.

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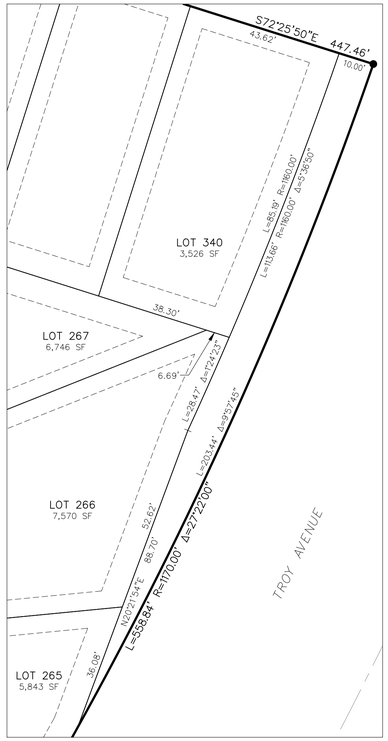
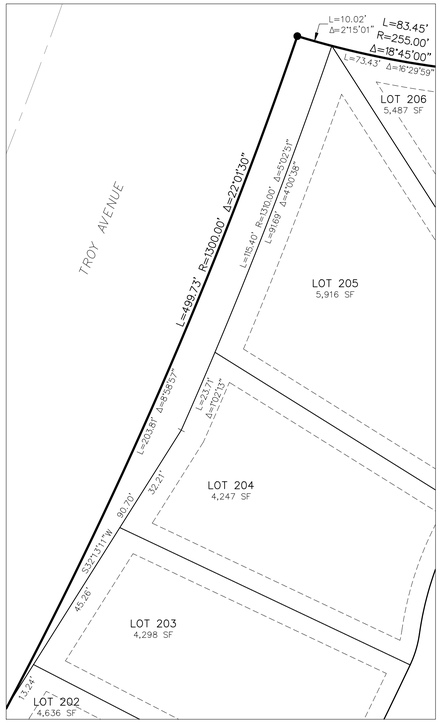
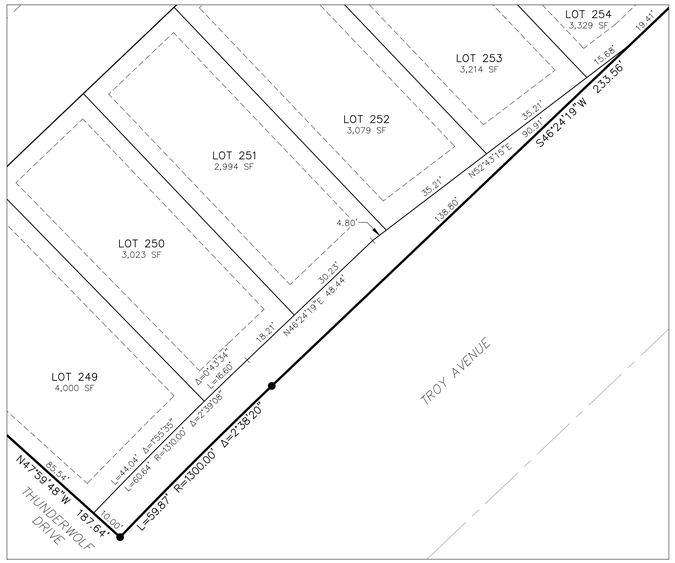


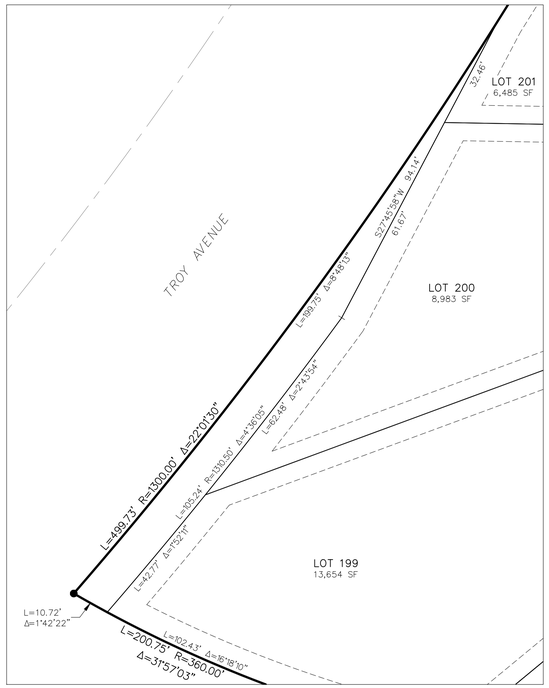
PARCEL "K" DETAIL
SEE SHEET 8
SCALE: 1" = 20'



PARCEL "I" DETAIL
SEE SHEET 7
SCALE: 1" = 20'



PARCEL "J" DETAIL
SEE SHEET 8
SCALE: 1" = 20'



PARCEL "H" DETAIL
SEE SHEET 7
SCALE: 1" = 20'

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
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———	BOUNDARY LINE
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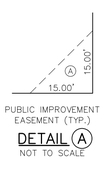
- - - - -	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

0 10 20 40 80

Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
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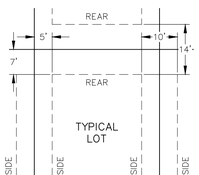

RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)52	S06°21'07"W
(R)53	N88°25'35"W
(R)54	S83°21'44"E
(R)55	S84°51'27"W
(R)56	S01°19'32"W
(R)57	N10°03'29"W

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C23	21.21	200.00	6°04'34"
C24	11.98	200.00	3°25'58"
C25	13.54	260.00	2°59'00"
C26	18.66	960.00	1°06'50"
C27	4.45	30.00	8°29'49"
C28	4.24	30.00	8°06'03"
C29	26.89	90.00	17°06'59"
C30	25.81	90.00	16°25'59"
C31	25.14	90.00	16°00'21"
C32	26.45	90.00	16°50'14"
C33	26.92	90.00	17°08'22"
C34	4.40	30.00	8°23'56"
C35	4.29	30.00	8°11'56"

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C17	17.38	60.00	16°35'52"
℄C18	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC20	8.69	30.00	16°35'52"
RC21	8.69	30.00	16°35'52"



SEE SHEET 7

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
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DATE PREPARED: 09/30/2021
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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. **S-21-10 Subdivision:** Villa Bella Filing No. 2, subdivision of 48.240 acres into 375 single-family residential lots. Generally located south of Rawlings Blvd., west of Bergamo Drive, and east of Thunderwolf Drive.

   Staff Report by Beritt Odom

   BACKGROUND AND ANALYSIS:
   The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses. In 2020, an amendment to the Villa Bella PUD was approved, which changed the uses within the project area to single-family residential.

   Villa Bella, Filing No. 2, divides the property into 375 modestly sized single-family residential lots and multiple parcels dedicated for drainage, detention, pedestrian, public utilities, trail, and landscape purposes. The average lot area within the proposed subdivision is about 2,975 square feet with an average lot width of 35-feet. Parcel A is 3.837 acres and is dedicated as a neighborhood park that will be owned, developed, and maintained by the Villa Bella Metropolitan District No. 1. Parcel B is dedicated for perpetual use as public utility easements, landscaping, and sidewalk, "subject to certain restrictions." However, the plat states Parcel B is intended for public utilities, drainage easements, and park. Staff recommends an amendment to the subdivision plat to remove the park provision from Parcel B. Additionally, the "SUMMARY" table on the dedication page of the subdivision must be amended to remove Parcel B from the park calculation. The proposed park area, within Parcel A, is approximately nine percent of the land area, exclusive of street widths, being subdivided, which exceeds the 8-percent park dedication requirement.

   COMPREHENSIVE PLAN COMPLIANCE:
   The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhoods." According to the plan, Suburban Neighborhoods are characterized by single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods and should provide pedestrian and bicycle connectivity between neighborhoods. The proposed Villa Bella, Filing No. 2, provides a mixture of lot sizes for single-family homes, with a density of 7.7 residential units per acre, which is greater than the Comprehensive Plan suggested density of two to five dwelling units per acre. However, the previous Pueblo Comprehensive Plan Designation of the project area was "Special Development Area," which required a master plan to be prepared and approved prior to development. The Villa Bella PUD serves as the Master Plan for the project site and was originally approved in 2009 and amended in 2021 to allow densities greater than five units per acre. The proposed subdivision complies with the Villa Bella PUD and the proposed density is slightly greater than the recommendation of the Pueblo Regional Comprehensive Plan, 2022.

RECOMMENDED ACTION:
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements: M & S Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I:

1. Five- and seven-foot-wide utility easements, standard width is 10-foot.
2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    b) Fire trucks can maneuver with cars being parked on both sides.

Request for Deferred Filings: Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, July 5, 2022.

Conditions of Approval:
(Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.):

1. Amend Parcel "A" dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1.
2. Amend the fifth paragraph of the "Dedication" to read: "LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON."
3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    d) Fire trucks can maneuver with cars being parked on both sides.

    Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review.
4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat.
5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022.
6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review.
7. Amend subdivision plat to reflect Thunderalley Drive not "Thunder Valley Drive."

8. Change Giotto Drive to Giotto Circle on the subdivision plat.
9. Submit a Street Name Change request to change Napoli Way to Medici Way

Bailey asked if they will be constructing two story homes. Odom deferred to the applicant representative Virgil Sanchez.

Martinez asked why staff is recommending that the park dedication be removed from Parcel B? Odom stated that City Park standards do not allow stormwater facilities to be classified as parks. The facilities may be used as open space for the surrounding residents but not calculated towards the total park area. The park area dedicated in Parcel A, meets the eight-percent park area requirement of the PUD, therefore it is not necessary to include Parcel B in the park calculation.

Castellucci inquired about the 35-foot-wide lots. Odom stated that the 2020 amendment to the PUD allows an average lot width of 35-feet within any block. All lot widths within each block were averaged as part of the review and meet the minimum requirements.

HEARING:
Virgil Sanchez, M&S Civil Consultants, Inc., 212 N. Wahsatch, Colorado Springs, testified in favor of the application. Mr. Sanchez stated that they would be constructing two story homes.

Sanchez stated that most homes will be two stories and will have front facing garages. Bailey asked what the largest lot size is? Sanchez stated that there are lots at 5,000 square feet or greater, which are primarily found on the corners of two intersecting streets. Sanchez stated that the small lots are typical along the front-range.

No one testified in opposition.

MOTION:
Bailey moved to approve with all requests for modifications to the requirements and conditions of approval as noted in the staff report. Second by Spinuzzi,

Motion carried 6-0, Avalos absent.

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-21-03 Villa Bella Vacation
S-21-10 Villa Bella Filing No. 2

DATE: August 11, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-21-10

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	July 13, 2021
SUBJECT:	Villa Bella Subdivision, Filing No. 2
APPLICANT:	Virgil A. Sanchez, M & S Civil Consultants, Inc.
PROPERTY OWNER:	Jeff Mark, Caleb Development, LLC
LOCATION:	Generally located south of Rawlings Blvd., west of Bergamo Dr., and east of Thunderwolf Dr.
EXISTING ZONE:	PUD, Villa Bella
CONCURRENT REQUESTS:	V-21-03, Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation

REQUEST:
The applicant is requesting to subdivide 48.240-acres into 375 residential lots and multiple parcels for a park, drainage, detention, trails, and public utilities.

STAFF REVIEW AND FINDINGS:
The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses. In 2020, an amendment to the Villa Bella PUD was approved, which changed the uses within the project area to single-family residential.

Villa Bella, Filing No. 2, divides the property into 375 modestly sized single-family residential lots and multiple parcels dedicated for drainage, detention, pedestrian, public utilities, trail, and landscape purposes. The average lot area within the proposed subdivision is about 2,975 square feet with an average lot width of 35-feet. Parcel A is 3.837 acres and is dedicated as a neighborhood park that will be owned, developed, and maintained by the Villa Bella Metropolitan District No. 1. Parcel B is dedicated for perpetual use as public utility easements, landscaping, and sidewalk, "subject to certain restrictions." However, the plat states Parcel B is intended for public utilities, drainage easements, and park. Staff recommends an amendment to the subdivision plat to remove the park provision from Parcel B. Additionally, the "SUMMARY" table on the dedication page of the subdivision must be amended to remove Parcel B from the park calculation. The proposed park area, within Parcel A, is approximately nine percent of the land area, exclusive of street widths, being subdivided, which exceeds the 8-percent park dedication requirement.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	M & S Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I: 1. Five- and seven-foot-wide utility easements, standard width is 10-foot. 2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs: a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street. b) Fire trucks can maneuver with cars being parked on both sides. .
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, July 5, 2022.
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Amend Parcel "A" dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1. 2. Amend the fifth paragraph of the "Dedication" to read: "LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON." 3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs: c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.

	d) Fire trucks can maneuver with cars being parked on both sides. Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review. 4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat. 5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022. 6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review. 7. Amend subdivision plat to reflect Thunderalley Drive not "Thunder Valley Drive." 8. Change Giotto Drive to Giotto Circle on the subdivision plat. 9. Submit a Street Name Change request to change Napoli Way to Medici Way.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	Villa Bella PUD, Thunder Zone Pizza and Tap House, Villa Bella Expeditionary School and unimproved commercial and residential uses.
East	Villa Bella PUD, single-family residential and unimproved single-family residential lots
South	B-4, Central Business District, unimproved land.
West	R-5, Multiple-Residential and Office District, Wolf Village Student Housing.

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhoods." According to the plan, Suburban Neighborhoods are characterized by single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods and should provide pedestrian and bicycle connectivity between neighborhoods. The proposed Villa Bella, Filing

No. 2, provides a mixture of lot sizes for single-family homes, with a density of 7.7 residential units per acre, which is greater than the Comprehensive Plan suggested density of two to five dwelling units per acre. However, the previous Pueblo Comprehensive Plan Designation of the project area was "Special Development Area," which required a master plan to be prepared and approved prior to development. The Villa Bella PUD serves as the Master Plan for the project site and was originally approved in 2009 and amended in 2021 to allow densities greater than five units per acre. The proposed subdivision complies with the Villa Bella PUD and the proposed density is slightly greater than the recommendation of the Pueblo Regional Comprehensive Plan, 2022.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The proposed 375 single-family lots meet the minimum 35-foot average lot width for each block.
  - All lots are greater than the minimum 2,975 square foot lot area.

REFERRAL AGENCIES AND COMMENTS:

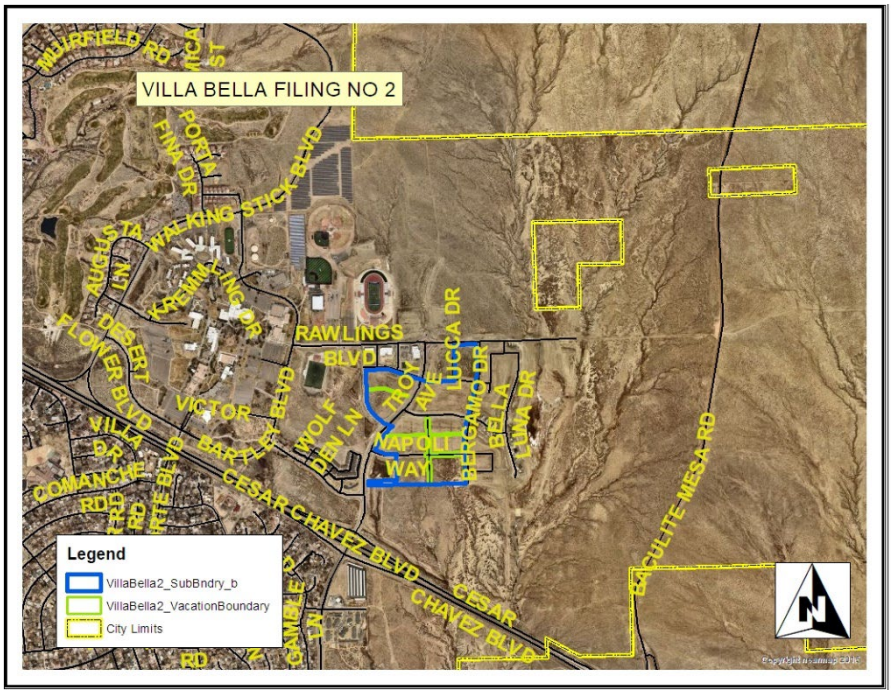
- City Public Works-Comments included in the subdivision conditions
- City Transportation-Comments included in the subdivision conditions
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-Comments included in the subdivision conditions
- City Stormwater-Comments included in the subdivision conditions
- City Parks and Recreation Department-Comments included in the subdivision conditions
- City GIS-Comments included in the subdivision conditions
- Xcel Energy-A five-foot front easement is sufficient for Xcel Energy "as long as electric, phone, cable, and internet are being installed in the rear seven-foot easement," email from Todd Newitt Xcel Energy, Designer.
- Black Hills Energy-No comment
- CDOT-Please see the attached letter from Michelle Regalado, CDOT R2 Assistant Access Manager, June 27, 2022.

ATTACHMENTS:

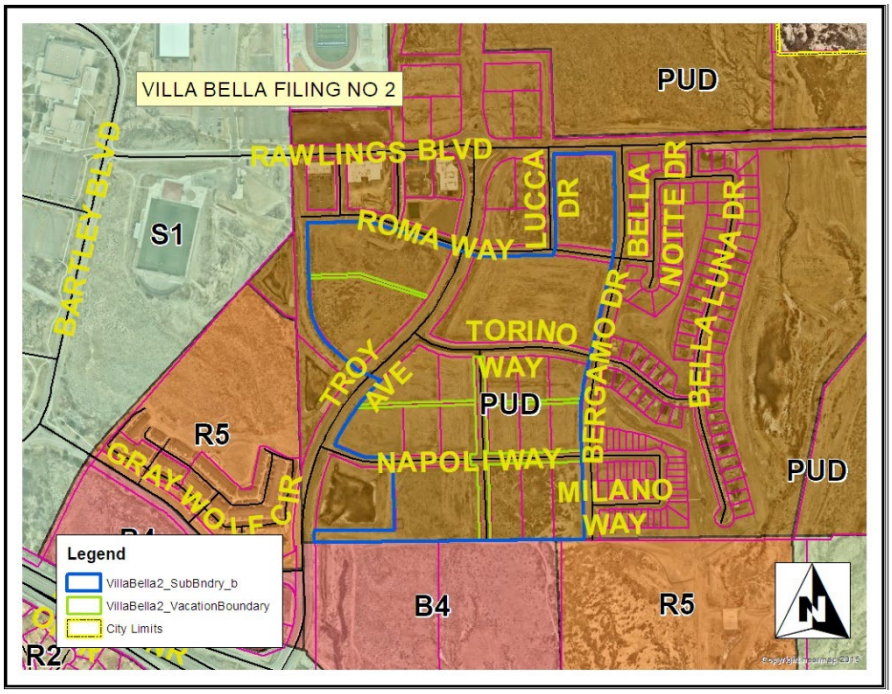
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo July 5, 2022
F. Plat
G. Subdivision Application
H. Stormwater Utility Memo
I. CDOT Letter

I.

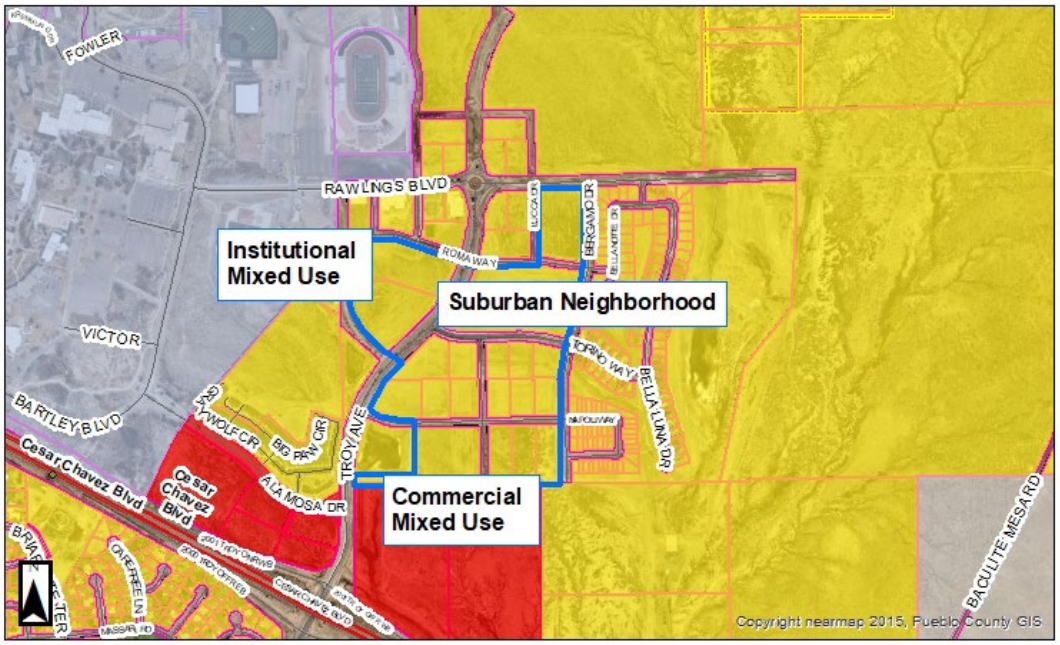
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Villa Bella, Filing No. 2, looking northeast from Torino Way



Villa Bella, Filing No. 2 looking southwest from Torino Way

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: July 5, 2022

Subject: S-21-10 Villa Bella Subdivision, Filing No. 2
V-21-03 Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation

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V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation

The Subdivision Review Committee recommends the Subdivision Plat be recommended for Approval with the following condition:

The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

S-21-10 Villa Bella Subdivision, Filing No. 2

Request for Modifications to Subdivision Regulations:
Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I:

1. Five- and seven-foot-wide utility easements, standard with is 10-foot.
2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    b) Fire trucks can maneuver with cars being parked on both sides.

The Subdivision Review Committee does not object to the request for modifications.

Request for Deferred Filings:
The property owner, and applicant submitted a request for deferred filings, the Subdivision Review Committee does not object to the request for Deferred Filings.

The Subdivision Review Committee recommends the Subdivision Plat be recommended for Approval with the following conditions (all conditions must be addressed prior to the subdivision being reviewed by City Council, unless noted otherwise):

1. Amend Parcel “A” dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1.
2. Amend the fifth paragraph of the “Dedication” to read: “LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.”

3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    d) Fire trucks can maneuver with cars being parked on both sides.

   Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review.

4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat.

5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022.

6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review.

7. Amend Subdivision Plat to reflect Thunderalley Drive not “Thunder Valley Drive.”

8. Change Giotto Drive to Giotto Circle on the subdivision plat.

9. Submit a Street Name Change request to change Napoli Way to Medici Way.

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND LORSON NORTH LAND CORP., A COLORADO CORPORATION, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO , BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 "VILLA BELLA SUBDIVISION FILING NO. 1" UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, "VILLA BELLA SUBDIVISION FILING NO. 1" SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°49'11"W (N01°49'18"W PLAT) A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL "A", "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E (N89°15'18"E PLAT) A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W (N01°51'41"W PLAT) A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E (N88°08'19"E PLAT) ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W (S88°08'19"W PLAT) A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
3. THENCE N66°33'15"W (N66°33'22"W PLAT) A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E (N46°24'12"E PLAT) A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;
3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE 263.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 34°16'26", THE CHORD OF 259.30 FEET BEARS S74°43'20"E TO A POINT OF TANGENT;
2. THENCE N88°08'27"E (N88°08'19"E PLAT) A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'41"E (S76°51'33"E PLAT) A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S13°08'27"W (S13°08'19"W PLAT) A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
2. THENCE 272.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 271.49 FEET BEARS S05°38'27"W TO A POINT OF TANGENT;
3. THENCE S01°51'33"E (S01°51'41"E PLAT) A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W (S89°15'18"W PLAT) ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, PARCELS, AND STREETS AND HAS SHOWN CERTAIN EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED ON THE PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "VILLA BELLA SUBDIVISION, FILING NO. 2"

DEDICATION

ALL OF THE STREETS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

PARCEL "A" AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE FOR ACCESS, LANDSCAPING, PARKS, AND RECREATION.

PARCELS "B", "C", "D", "E", "F", "G", "H", "I", "J", AND "K" AS SHOWN HEREON ARE HEREBY DEDICATED FOR PERPETUAL USE AS PUBLIC UTILITY EASEMENTS. THESE PARCELS ARE ALSO DEDICATED FOR PERPETUAL USE FOR LANDSCAPING AND SIDEWALK, SUBJECT TO THE FOLLOWING RESTRICTIONS.

WITH RESPECT TO ALL EASEMENTS FOR PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET, OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION, OR REMOVAL OF ALL OR ANY PARTS OF SAID PUBLIC UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

ALL PUBLIC UTILITY EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT. DRAINAGE FACILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 PURSUANT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT HEREIN REFERENCED.

LANDSCAPING LOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD CONDITION BY THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

ALL PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED _____, 202_, UNDER RECEPTION NO. _____

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022, A.D.

_____
JEFF MARK, MANAGER
CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2022, A.D. BY JEFF MARK, AS MANAGER, CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF LORSON NORTH LAND CORP., A COLORADO CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022, A.D.

_____
JEFF MARK, MANAGER
LORSON NORTH LAND CORP., A COLORADO CORPORATION

NOTARIAL:

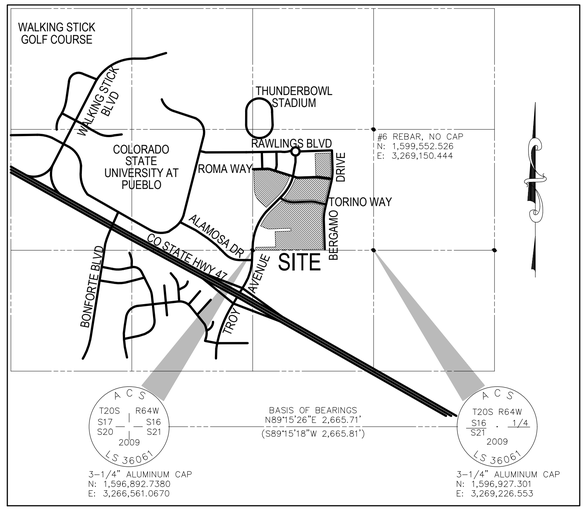
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2022, A.D. BY JEFF MARK, AS MANAGER, LORSON NORTH LAND CORP., A COLORADO CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____



VICINITY MAP

N.T.S.

EASEMENTS:

ALL LOTS ARE HEREBY PLATTED WITH FIVE (5) FOOT WIDE FRONT, FIVE (5) FOOT WIDE SIDE, AND SEVEN (7) FOOT WIDE REAR PUBLIC UTILITY AND DRAINAGE EASEMENTS.

THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER.

PLAT NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E (N89°15'18"E) A DISTANCE OF 2,665.71 (2,665.81) FEET.

2. THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 08101C0512 D, WITH AN EFFECTIVE DATE OF AUGUST 15, 2019 HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED. THERE ARE NO DESIGNATED FLOOD ZONES SHOWN THEREON FOR THE AREA BEING PLATTED.

3. THIS PLAT WAS PREPARED WITH A COMMITMENT FOR TITLE INSURANCE ISSUED BY UNIFIED TITLE COMPANY, LLC AS AGENT FOR STEWART TITLE GUARANTY COMPANY WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2021 AT 7:30 AM, FILE NO. 85658UTC, WHICH HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED.

4. THIS PROPERTY IS SUBJECT TO PROPERTY TAXES, RATES, FEES, TOLLS, CHARGES, AND ASSESSMENTS OF THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 WHICH ARE NOW LEVIED AND IMPOSED BY THIS DISTRICT OR WHICH MAY BE LEVIED AND IMPOSED IN THE FUTURE. THE DISTRICT WAS CREATED BY AN ORDER AND DECREE OF PUEBLO COUNTY DISTRICT COURT, CASE NO. _____ EVIDENCED BY DOCUMENTS RECORDED IN THE RECORDS OF PUEBLO COUNTY AT RECEPTION NO. _____

5. THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM ANY LOT PLATTED HEREIN TO TROY AVENUE, RAWLINGS BOULEVARD, BERGAMO DRIVE, OR TORINO WAY.
THERE SHELL BE NO DIRECT VEHICULAR ACCESS FROM LOT 249 TO THUNDERWOLF DRIVE.
THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 323, 341, 357, OR 358 TO ROMA WAY.

6. THE EXISTING STREETS WERE PLATTED UNDER RECEPTION NO. 1805424 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.

7. EXISTING ZONING: PUD

SURVEYORS CERTIFICATION

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

_____
VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC

NOTICE

ACCORDING TO C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

IMPROVEMENTS CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7 (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF VILLA BELLA SUBDIVISION, FILING NO. 2 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK DATE

ACCEPTANCE OF PUBLIC FACILITIES

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET. [RECORD N89°15'18"E 2,665.81 FEET] AS SUCH, THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

SUMMARY:

375 LOTS	31.993 ACRES	66.32%
12 PARCELS:		
2 PARK PARCELS	3.837 ACRES	7.95%
10 OTHER PARCELS	1.254 ACRES	2.60%
RIGHTS-OF-WAY	11.156 ACRES	23.13%
TOTAL	48.240 ACRES	100.00%

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: D:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDNEW\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/15/2022 2:00 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— – ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— – – ———	ADJACENT SUBDIVISION LINE
——— – – ———	ADJACENT PROPERTY LINE
——— – – ———	EXISTING RIGHT OF WAY LINE
——— – ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
——— – ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

NOTE: THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

BOUNDARY CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	160.98	970.00	9°30'32"
C2	113.80	1030.00	6°19'50"

1" = 100'

0 25 50 100 200

Scale in Feet

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

File: Q:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINFO\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/13/2022 5:26 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
—— — ——	CENTERLINE
— — — —	EASEMENT LINE
—— — — ——	ADJACENT SUBDIVISION LINE
—— — — ——	ADJACENT PROPERTY LINE
—— — — ——	EXISTING RIGHT OF WAY LINE
—— — — ——	EXISTING CENTERLINE
— — — —	EXISTING EASEMENT
— — — —	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.04	195.00	5°53'13"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	N10°25'14"E

SEE SHEET 4

SEE SHEET 6

WOLF VILLAGE SUBDIVISION FILING NO. 2 A SPECIAL AREA PLAN REC. NO. 1935903

LOT 3 BLOCK 1

LOT 1 BLOCK 1

TROY AVENUE (130' PUBLIC ROW)

130' ROW 65' 65'

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "A" DRAINAGE EASEMENT

SIDEWALK EASEMENT (WIDTH VARIES) REC. NO. 1805424

GAS EASEMENT (WIDTH VARIES) REC. NO. _____

GAS EASEMENT (WIDTH VARIES) REC. NO. _____

RIGHT-OF-WAY EASEMENT NO. 5 REC. NO. 938243

RIGHT-OF-WAY EASEMENT NO. 4 REC. NO. 938243

50'x50' EXCLUSIVE GAS EASEMENT REC. NO. 2198704

45' CENTRAL TELEPHONE AND UTILITIES CORPORATION EASEMENT BOOK 1918, PAGE 645

20' PUBLIC UTILITY & DRAINAGE EASEMENT INGRESS AND EGRESS EASEMENT REC. NO. 1805424

1,200 SF 0.028 AC +/- PUBLIC UTILITY AND EASEMENT

PARCEL "A" 142,238 SF 3.265 AC +/- PARK AND EXISTING EASEMENTS

MEDICI WAY (60' PUBLIC ROW)

CLAUDIA WAY (60' PUBLIC ROW)

BYZANTIUM DRIVE (60' PUBLIC ROW)

LOT 108 4,675 SF
LOT 109 2,975 SF
LOT 110 2,975 SF
LOT 111 2,975 SF
LOT 112 2,975 SF
LOT 113 2,975 SF
LOT 114 2,975 SF
LOT 115 2,975 SF
LOT 116 3,825 SF
LOT 117 2,975 SF
LOT 118 2,975 SF
LOT 119 2,975 SF
LOT 120 2,975 SF
LOT 121 2,975 SF
LOT 122 2,975 SF
LOT 123 2,975 SF
LOT 124 2,975 SF
LOT 125 2,975 SF
LOT 126 4,675 SF
LOT 127 3,141 SF
LOT 129 3,904 SF
LOT 130 3,971 SF
LOT 131 2,975 SF
LOT 132 2,975 SF
LOT 133 2,975 SF
LOT 134 2,975 SF
LOT 135 2,975 SF
LOT 136 2,975 SF
LOT 137 2,975 SF
LOT 138 3,825 SF
LOT 139 3,825 SF
LOT 158 3,825 SF
LOT 35 2,975 SF
LOT 36 2,975 SF
LOT 37 2,975 SF
LOT 38 2,975 SF
LOT 39 2,975 SF
LOT 40 2,975 SF
LOT 41 2,975 SF
LOT 42 2,975 SF
LOT 43 2,975 SF

N66°33'15"W 128.50'
L=86.12'
R=195.00'
Δ=25°18'19"
Δ=7°08'24"
L=24.30'
Δ=12°16'52"
L=41.80'
N10°25'14"E (R)
S16°18'52"W (R)
N16°18'27"E (R)
S88°08'27"W 537.91'
N88°08'27"E 537.91'
N88°08'27"E 424.85'
N88°08'27"E 115.00'
N88°08'27"E 305.00'
S88°08'27"W 705.72'
S88°08'27"W 639.39'
N88°08'27"E 700.00'
N01°51'33"W 337.36'
N01°51'33"W 660.00'
N01°51'33"W 600.00'
N01°51'33"W 230.00'
S01°51'33"E
S88°41'45"E (R)
N89°15'26"E 436.33'
N01°49'11"W 1.22'
L=63.79'
R=1170.00'
Δ=3°07'26"
S89°15'26"W 1,468.15'
N89°15'26"E 2,665.71'
BASIS OF BEARINGS
POINT OF BEGINNING
337.91'
200.00'
335.00'
22.00'
L=224.27'
R=492.00'
Δ=26°06'53"
L=23.43'
R=20.00'
Δ=67°06'53"
1.33'

17016 5021 20021

A C S
T20S R64W
S17 S16
S20 S21
2009
LS 36061

FOUND 3-1/4" ALUMINUM CAP STAMPED AS SHOWN

UNSUBDIVIDED

UNSUBDIVIDED

1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE

REAR 5' 10' 14'
7' REAR
TYPICAL LOT
SIDE SIDE SIDE SIDE
EASEMENT LINE (TYP)
FRONT 5'

RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

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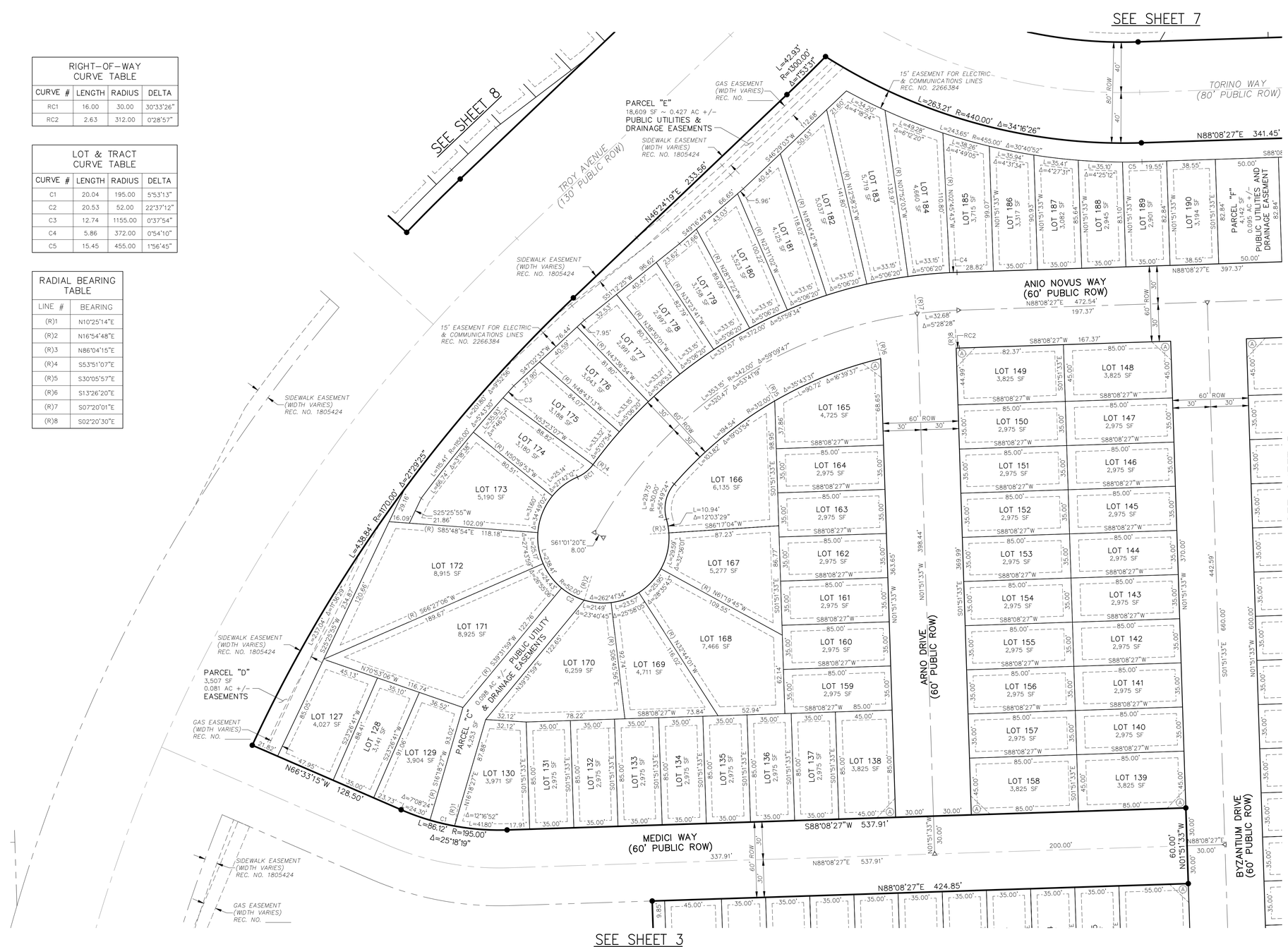
VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC1	16.00	30.00	30°33'26"
RC2	2.63	312.00	0°28'57"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.04	195.00	5°53'13"
C2	20.53	52.00	22°37'12"
C3	12.74	1155.00	0°37'54"
C4	5.86	372.00	0°54'10"
C5	15.45	455.00	1°56'45"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	N10°25'14"E
(R)2	N16°54'48"E
(R)3	N86°04'15"E
(R)4	S53°51'07"E
(R)5	S30°05'57"E
(R)6	S13°26'20"E
(R)7	S07°20'01"E
(R)8	S02°20'30"E



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No. 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
— — — — —	EASEMENT LINE
——— — — ———	ADJACENT SUBDIVISION LINE
——— — — ———	ADJACENT PROPERTY LINE
——— — — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
— — — — —	EXISTING EASEMENT
——— — ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

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VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
O	FOUND MONUMENT AS NOTED
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—— – – ——	ADJACENT PROPERTY LINE
—— – – ——	EXISTING RIGHT OF WAY LINE
—— – ——	EXISTING CENTERLINE
– – – – –	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION



RADIAL BEARING TABLE	
LINE #	BEARING
(R)9	S03°54'28"W
(R)10	S00°23'05"W
(R)11	S02°58'35"W
(R)12	S05°33'54"W
(R)13	S00°06'43"E
(R)14	S78°39'49"W
(R)15	S78°24'25"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C1	16.02	60.00	15°17'50"
℄C2	17.38	60.00	16°35'52"

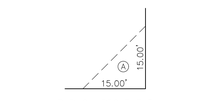
RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC3	8.01	30.00	15°17'50"
RC4	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	13.72	755.00	1°02'28"
C7	13.48	90.00	8°34'45"

1" = 40'

0 10 20 40 80

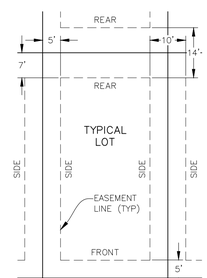
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
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File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINFO\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/15/2022 2:03 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

- SF — SQUARE FEET
- (R) — RADIAL BEARING
- ● — SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
- ○ — FOUND MONUMENT AS NOTED
- △ — SET CITY MONUMENT BOX
- BOUNDARY LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT LINE
- ADJACENT SUBDIVISION LINE
- ADJACENT PROPERTY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT
- SECTION/QUARTER SECTION LINE
- *NOT A PART* — PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

SEE SHEET 5



1" = 40'

0 10 20 40 80

Scale in Feet

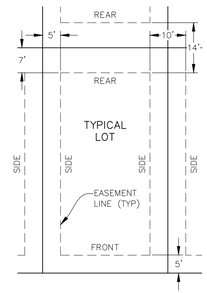
PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)16	N61°38'25"W
(R)17	N19°53'51"W
(R)18	N02°49'04"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C3	17.38	60.00	16°35'52"
℄C4	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC5	8.69	30.00	16°35'52"
RC6	8.69	30.00	16°35'52"



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: D:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINUS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/13/2022 5:31 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

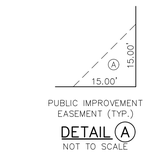
LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
	BOUNDARY LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	CENTERLINE
	EASEMENT LINE
	ADJACENT SUBDIVISION LINE
	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

0 10 20 40 80

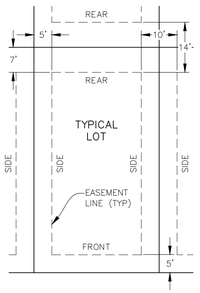
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)19	N18°08'54"W
(R)20	N62°54'54"W
(R)21	N00°15'15"E
(R)22	S01°06'37"W
(R)23	S03°17'33"W
(R)24	S05°28'30"W
(R)25	S07°39'27"W
(R)26	S03°58'52"W
(R)27	S02°45'06"W
(R)28	S05°10'32"W
(R)29	S01°59'27"W
(R)30	N65°25'52"W
(R)31	N85°16'37"W
(R)32	N09°14'38"E

SEE SHEET 8

SEE SHEET 9

ROMA WAY (60' PUBLIC ROW)

NO DIRECT VEHICULAR ACCESS FROM RESIDENTIAL LOTS

TROY AVENUE (130' PUBLIC ROW)

BOTTICELLI CIRCLE (60' PUBLIC ROW)

LUCCA DRIVE (60' PUBLIC ROW)

DA VINCI DRIVE (60' PUBLIC ROW)

BERGAMO DRIVE (60' PUBLIC ROW)

TORINO WAY (80' PUBLIC ROW)

PARCEL "J"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 9
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "I"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 9
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "H"
9,134 SF
0.210 AC +/-
PUBLIC UTILITIES AND DRAINAGE EASEMENT

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "E" PARK PARCEL

LOT 1 BLOCK 19

LOT 2 BLOCK 19

LOT 2 BLOCK 18

LOT 200 8,983 SF
LOT 201 6,485 SF
LOT 202 4,636 SF
LOT 203 4,298 SF
LOT 204 4,247 SF
LOT 205 5,916 SF
LOT 206 5,487 SF
LOT 207 3,904 SF
LOT 208 3,827 SF
LOT 209 3,827 SF
LOT 210 3,847 SF
LOT 211 3,913 SF
LOT 212 4,958 SF
LOT 213 5,467 SF
LOT 214 4,414 SF
LOT 215 4,435 SF
LOT 216 7,044 SF
LOT 217 9,201 SF
LOT 218 5,775 SF
LOT 219 3,672 SF
LOT 220 3,878 SF
LOT 221 3,859 SF
LOT 222 4,487 SF
LOT 223 5,791 SF
LOT 224 3,778 SF
LOT 225 3,948 SF
LOT 226 4,045 SF
LOT 227 4,135 SF
LOT 228 4,135 SF
LOT 229 4,909 SF
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LOT 240 5,652 SF
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LOT 243 4,273 SF
LOT 244 4,273 SF
LOT 245 3,963 SF
LOT 246 3,836 SF
LOT 247 3,836 SF
LOT 248 6,072 SF
LOT 196 3,735 SF
LOT 195 3,933 SF
LOT 194 4,812 SF
LOT 197 5,269 SF
LOT 198 8,295 SF
LOT 199 13,654 SF

SEE SHEET 4

SEE SHEET 5

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC7	8.69	30.00	16°35'52"
RC8	9.06	30.00	17°18'09"
RC9	9.06	30.00	17°18'09"
RC10	8.69	30.00	16°35'52"
RC11	57.14	970.00	3°22'30"
RC12	8.33	30.00	15°54'21"
RC13	8.69	30.00	16°35'52"
RC14	8.69	30.00	16°35'52"
RC15	9.15	30.00	17°28'13"

RIGHT-OF-WAY LINE TABLE		
LINE #	BEARING	DISTANCE
RL1	N01°51'33"W	23.20
RL2	S01°51'33"E	21.52

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C5	17.38	60.00	16°35'52"
℄C6	18.12	60.00	17°18'09"
℄C7	18.12	60.00	17°18'09"
℄C8	17.38	60.00	16°35'52"
℄C9	16.66	60.00	15°54'21"
℄C10	17.38	60.00	16°35'52"
℄C11	17.38	60.00	16°35'52"
℄C12	18.29	60.00	17°28'13"

CENTERLINE LINE TABLE		
LINE #	BEARING	DISTANCE
℄L1	N01°51'33"W	22.82

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	21.00	1418.50	0°50'54"
C9	15.29	90.00	9°43'51"
C10	14.61	1127.50	0°44'33"

LOT & TRACT LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N08°58'38"E	15.09
L2	N26°42'17"E	20.00

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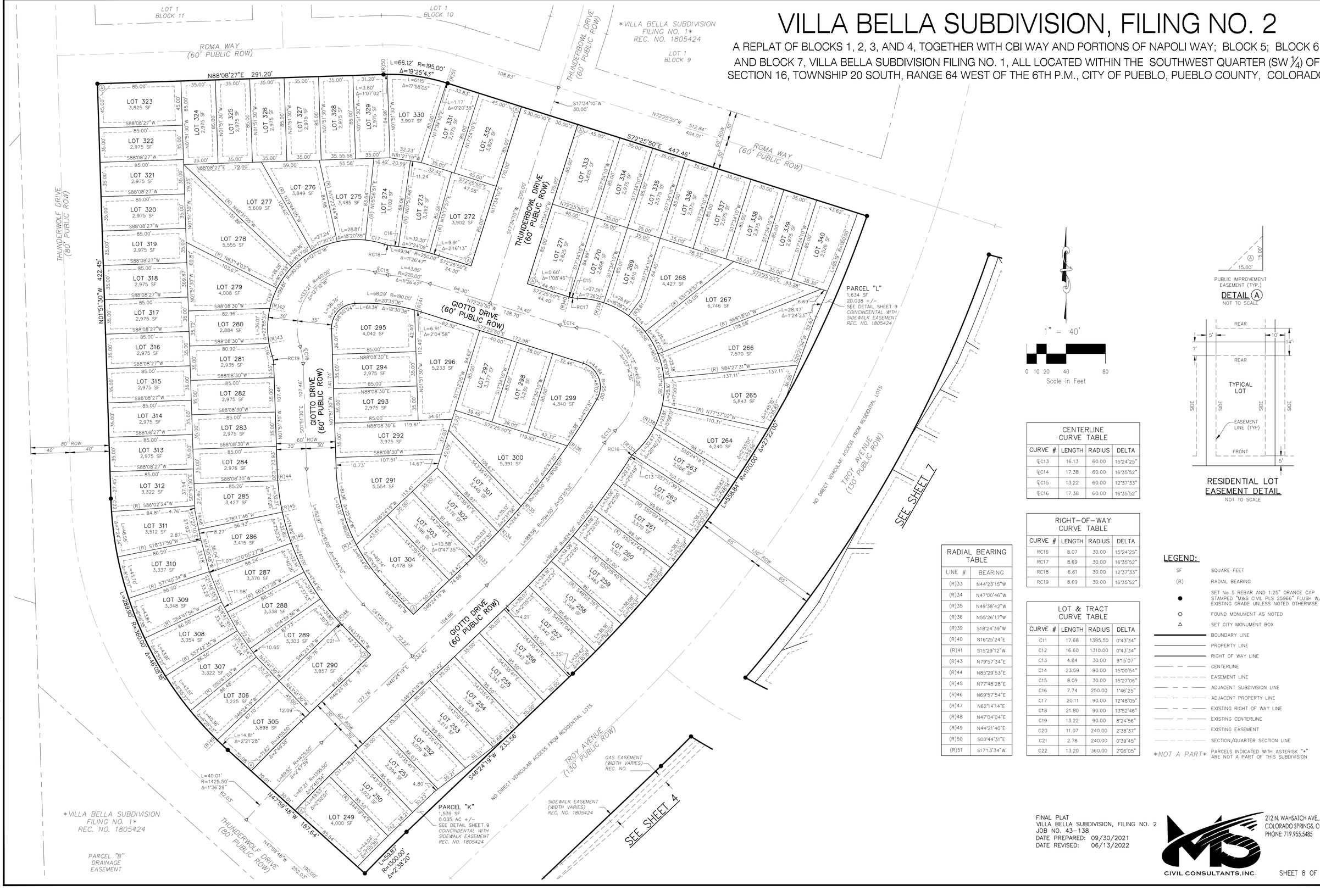

1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE

RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C13	16.13	60.00	15°24'25"
℄C14	17.38	60.00	16°35'52"
℄C15	13.22	60.00	12°37'33"
℄C16	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC16	8.07	30.00	15°24'25"
RC17	8.69	30.00	16°35'52"
RC18	6.61	30.00	12°37'33"
RC19	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	17.68	1395.50	0°43'34"
C12	16.60	1310.00	0°43'34"
C13	4.84	30.00	9°15'07"
C14	23.59	90.00	15°00'54"
C15	8.09	30.00	15°27'06"
C16	7.74	250.00	1°46'25"
C17	20.11	90.00	12°48'05"
C18	21.80	90.00	13°52'46"
C19	13.22	90.00	8°24'56"
C20	11.07	240.00	2°38'37"
C21	2.78	240.00	0°39'45"
C22	13.20	360.00	2°06'05"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)33	N44°23'15"W
(R)34	N47°00'46"W
(R)35	N49°38'42"W
(R)36	N55°26'17"W
(R)39	S18°24'39"W
(R)40	N16°25'24"E
(R)41	S15°29'12"W
(R)43	N79°57'34"E
(R)44	N85°29'53"E
(R)45	N77°48'28"E
(R)46	N69°57'54"E
(R)47	N62°14'14"E
(R)48	N47°04'04"E
(R)49	N44°21'40"E
(R)50	S00°44'31"E
(R)51	S17°13'34"W

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— — ———	ADJACENT SUBDIVISION LINE
——— — ———	ADJACENT PROPERTY LINE
——— — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
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212 N. WAHSATCH AVE., STE 305
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PHONE: 719.955.5485
CIVIL CONSULTANTS.INC.

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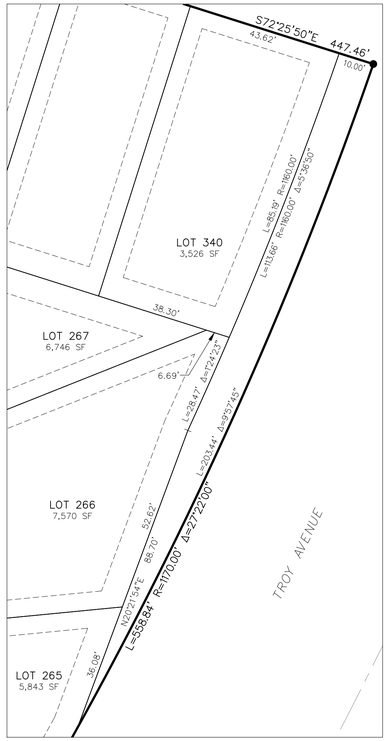
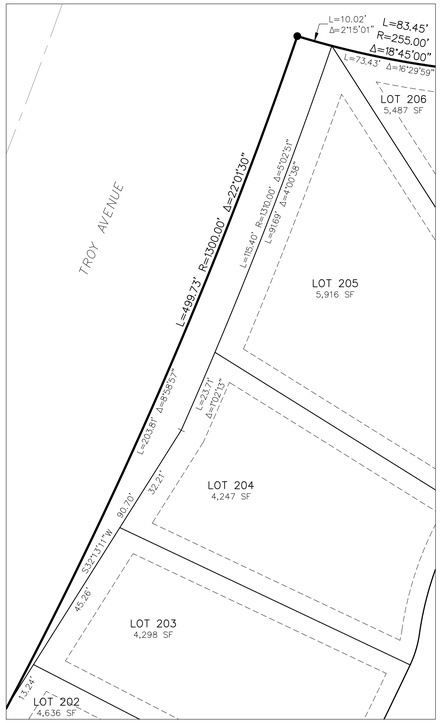
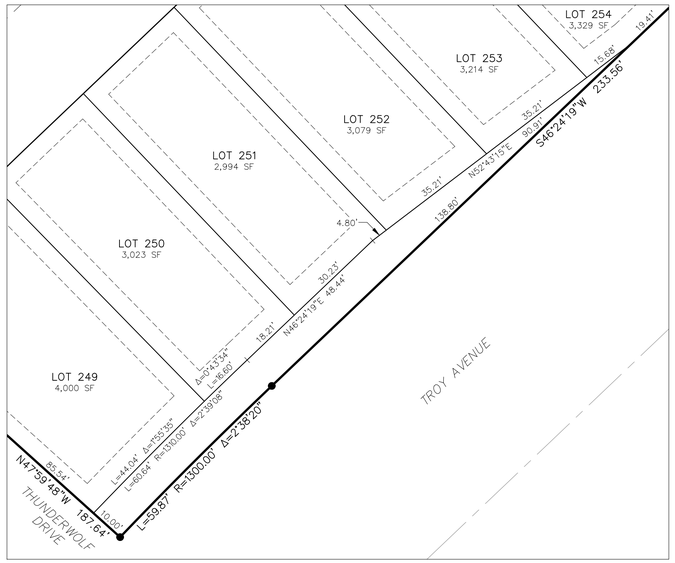


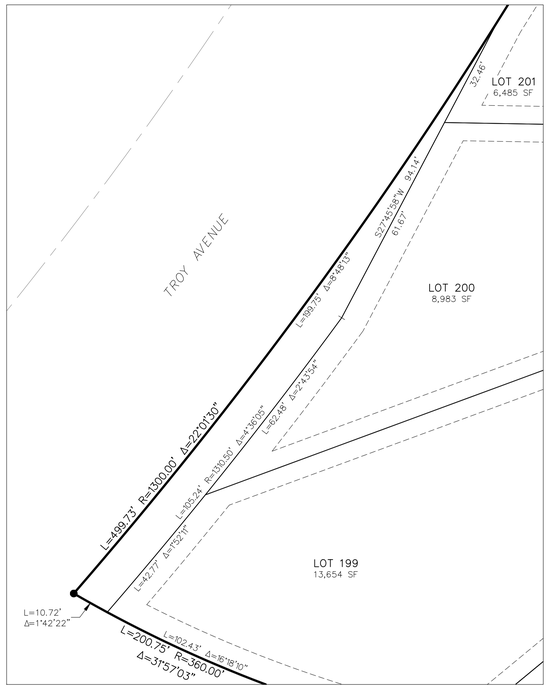
PARCEL "K" DETAIL
SEE SHEET 8
SCALE: 1" = 20'



PARCEL "I" DETAIL
SEE SHEET 7
SCALE: 1" = 20'



PARCEL "J" DETAIL
SEE SHEET 8
SCALE: 1" = 20'



PARCEL "H" DETAIL
SEE SHEET 7
SCALE: 1" = 20'

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
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———	BOUNDARY LINE
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—— – ——	CENTERLINE
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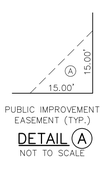
—— – ——	ADJACENT PROPERTY LINE
—— – ——	EXISTING RIGHT OF WAY LINE
—— – ——	EXISTING CENTERLINE
- - - - -	EXISTING EASEMENT
- - - - -	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

0 10 20 40 80

Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
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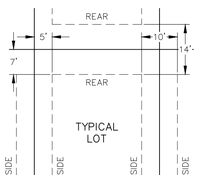

RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)52	S06°21'07"W
(R)53	N88°25'35"W
(R)54	S83°21'44"E
(R)55	S84°51'27"W
(R)56	S01°19'32"W
(R)57	N10°03'29"W

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C23	21.21	200.00	6°04'34"
C24	11.98	200.00	3°25'58"
C25	13.54	260.00	2°59'00"
C26	18.66	960.00	1°06'50"
C27	4.45	30.00	8°29'49"
C28	4.24	30.00	8°06'03"
C29	26.89	90.00	17°06'59"
C30	25.81	90.00	16°25'59"
C31	25.14	90.00	16°00'21"
C32	26.45	90.00	16°50'14"
C33	26.92	90.00	17°08'22"
C34	4.40	30.00	8°23'56"
C35	4.29	30.00	8°11'56"

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C17	17.38	60.00	16°35'52"
℄C18	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC20	8.69	30.00	16°35'52"
RC21	8.69	30.00	16°35'52"



SEE SHEET 7

FINAL PLAT
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city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		Applicant	
Name: JEFF MARK		Name: VIRGIL A. SANCHEZ	
Company: CALEB DEVELOPMENT, LLC		Company: M&S CIVIL CONSULTANTS, INC.	
Address: 212 N. WAHSATCH	Zip: 80903	Address: 212 N. WAHSATCH	Zip: 80903
Phone: (719) 635-3200		Phone: (719) 491-0818	
Email: JMARK@LANDHUSCO.COM		Email: VIRGILS@MSCIVIL.COM	
Engineer		**Surveyor**	
Name: SAME AS Applicant		Name: SAME AS Applicant	
Company:		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) NE TROY AVE & HWY 47

Parcel No(s): 19 TOTAL - SEE ATTACHED SHEET

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): VILLA BELLA

Project Scope

Project Name: Villa Bella Filing No. 2

- ☑ Rearrangement of Property Boundaries:
  - # of existing lots: 19 Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☑ Subdivision: # of lots: 375 Total acres: 48.24 AC.
- ☐ Text Amendment
- ☑ Vacation: ◉ Street ○ Alley ◉ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
RE SUBDIVIDE COMMERCIAL LOTS INTO 375 SINGLE FAMILY LOTS

What is the total acreage included in the project? ± 50 AC.

What is the proposed use of the property?

☐ Commercial ☐ Multi-family ☑ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☑ Yes ☐ No

If yes, please list: VILLA BELLA MASTER PLAN, VILLA BELLA Filing No. 1

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	~~JEFF~~ MARK – Lorson South Land Corp.	
Signature:	– VP	Date: 9/30/21

Applicant, if different from Property Owner

Print Name:	VIRGIL A. SANCHEZ	
Signature:		Date: 10/5/21

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner

FROM: John Sakariason, Stormwater Coordinator

DATE: June 27, 2022

SUBJECT: S-21-10 3rd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = October 27 comments
Blue = February 17 comments
Red = June 28 comments
(~~Crossed out items~~ indicate they have been addressed.)

Part I

1. Provide a stormwater facility maintenance agreement per Pueblo Municipal Code 16.12.10.d. A template and guide have been provided. Please see redlined SFMA. Per the City Attorney the SFMA needs to include the Metropolitan District Acknowledgment. This form is attached.
2. ~~This city will not accept Parcel A, B, E and F as parcels dedicated to the public, they must be marked as "City Utility Easements" with the following language:~~
3. Provide this dedication statement on the plat per the city legal department. "With respect to all easements for city utilities, including but not limited to sanitary and storm water services and whether designated as a drainage easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from said owner(s).
   All City Utility Easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat. Drainage facilities located within City Utility Easements shall be installed, repaired and maintained in good working order and condition by the owner(s) and/or the Villa Bella Metropolitan Disrict No. 1 pursuant to the Stormwater Facility Maintenance Agreement herein referenced."
   ~~With respect to Parcel A, same could be separated into two parcels. One would be for the City Utility Easement but not owned by City and the other dedicated to the public for parks. This approach would need to be reviewed and approved by the other departments.~~

4. Stormwater is still reviewing an issue with respect to an offsite drainage pond and may need to make additional changes or comments. Use form DPW 110 to obtain an easement from the property owner of parcel # 400000165 for the portion of the pond that is offsite.
5. ~~Please explain Parcel "B". The plat language my change depending on consensus of what parcels are to be city owned. This is being reviewed by the other departments. Depending on this The City's Legal Department will modify the language to fit.~~
6. The 45' Telephone company easement needs to be addressed. We can not move forward until this addressed. Per our last emails discussing this the easement was to be vacated. Please see the attached email and give an update on this issue.

Part II

1. See additional comments in the redlined drainage report. Still applicable.
2. Provide a project benchmark. Still applicable.
3. Provide revegetation and slope stabilization methods including planned seed mix. Still applicable.
4. All cut and fill slopes must comply with the grading requirements in The Storm Drainage Design Criteria Manual and Drainage Policies for City of Pueblo, Colorado. Still applicable.
5. You must obtain permit coverage from the Colorado State Dept. of Public Health and Environment to discharge stormwater from any construction activity that disturbs at least 1 acre of land (or is part of a larger common plan of development or sale that will disturb at least 1 acre). If this permit pertains to your site, please send a copy of the stormwater management plan (SWMP) (that will accompany this permit) to the City Stormwater Utility. Still applicable.
6. Water quality must be brought up to current standards. All onsite developed stormwater flows are required to be treated prior to being released offsite per The City's Criteria Manual and MS4s permit. Further information on water quality control measures can be found on our website: http://www.pueblo.us/482/Reference-Materials. Still applicable.
7. Show tracer wire access box locations. Still applicable.
8. Add this note on plans: All stormwater facilities and BMP's located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-225-9098. Still applicable.
9. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer. Still applicable.
10. The proposed conditions drainage map reflects a portion of the plan that AEP performed. A drainage plan for the resubdivision of what is shown on the plat needs to be submitted. Discuss if this will be done in phases, amending the Villa Bella Filing No. 1 Drainage Report each time, or if your intent is to do one amendment. Still applicable.
11. Grading reflecting the new residential layout needs to be provided to ensure that no cross-lot drainage will occur, slopes are accurate, etc. Still applicable.
12. Provide time of concentration lines for review on next submittal. Still applicable.
13. An analysis of street capacity needs to be performed to ensure that the runoff out falling to Design Point #2 will not exceed the right-of-way of streets during a 100-year storm event. If design constraints cannot be met, then additional infrastructure will need to be designed appropriately. Still applicable.
14. Several items on the drainage report checklist are applicable but marked N/A. Please include items on the next submittal. Still applicable.
    Calculations for a couple of basins were checked and errors were found, most notably a time of concentration check was not performed per the DCM 4.2-3 (page 14). The review was stopped. Please review comments for Basin A and B and make necessary revisions. Still applicable.

15. A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required. Still applicable.
16. Provide a comment response to this memo. This is required and the next submittal will not be reviewed without it.

EROSION AND SEDIMENT CONTROL PLAN COMMENTS

17. Provide an Erosion and Sediment Control (ESC) Plan. Please show construction and permanent best management practices (BMPs) for stormwater management, erosion control, sediment control, waste, and pollution control, etc. Show their locations on the plan and **provide details** of each BMP. *At a minimum, each of the following sources and activities shall be evaluated for the potential to contribute pollutants to stormwater discharges, and identified in the ESC Plan if found to have such potential:* Still applicable.
    a) All disturbed and stored soils (stockpiles).
    b) Vehicle tracking of sediments.
    c) Concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment.
    d) On-site waste management practices (waste piles, liquid wastes, dumpsters, etc.).
    e) Non-industrial waste sources such as worker trash and portable toilets.
    f) Outdoor storage activities (building materials, fertilizers, chemicals, etc.).
    g) Routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.
    h) Significant dust or particulate generating processes.
    i) Management of contaminated soils.
    j) Loading and unloading operations.
    k) Vehicle and equipment maintenance and fueling.
    l) Other areas or procedures where potential spills can occur.

18. Please provide the following notes on the ESC Plan: Still applicable.
    a) Prior to any construction, including site grading and excavation, an approved 'Erosion and Sediment Control Plan' shall be posted on-site and all required BMPs installed.
    b) General contractor shall maintain and update the 'Erosion and Sediment Control Plan' as construction dictates. Current and correct plan shall always remain on-site and be readily accessible to the City Stormwater Inspector.
    c) General contractor or his representative shall inspect, at a minimum, the site every 2 weeks and within 24 hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).
    d) General contractor/owner is fully responsible to maintain all required BMPs to prevent erosion and sediment from leaving the construction site.
    e) Failure to comply with minimum requirements is a violation of City Ordinances.

COLORADO
Department of Transportation
Region 2 Permits
5615 Wills Blvd.
Pueblo, CO 81008-2349

June 27, 2022

SH 47
Pueblo County

Berritt Odom, Principal Planner
City of Pueblo
211 E "D" Street
Pueblo, CO 81003

RE: Villa Bella Filing No 2 3rd Submittal
S-21-10 – Subdivision and Vacation

Dear Berritt,

CDOT has reviewed the Villa Bella Filing No2 3rd Submittal. A replat of blocks within the Villa Bella Subdivision Filing No 1, located in the SW ¼ of Sec 16, T 20 S, R 64 west of the 6th PM in the City of Pueblo, Pueblo County, Colorado. The parcels are currently owned by Caleb Development LLC and Lorson North Land Corp. CDOT has the following comments:

Access

- CDOT would like to see an updated Traffic Impact Study or a Traffic Memo with each phase of the development to determine probable operational and safety impacts to the general street system.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me at (719) 562-5537 or (719) 251-7804 with any questions.

Sincerely,

Michelle Regalado

Michelle Regalado
CDOT R2 Assistant Access Manager

Xc: Hu
Buford
Ausbun
Vigil/Gonzales/Guagliardo/file

June 28, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Jeff Mark, Caleb Development, LLC** for the approval of the following application(s) located south of Rawlings Blvd, west of Bergamo Drive, and east of Thunderwolf Drive.
V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation: Vacation of CBI Drive and a portion of Napoli Way. Vacation of Drainage and Utility Easements located within Blocks 3, 4, and 5.
S-21-10 Villa Bella Subdivision, Filing No. 2: Subdivision of 48.240 acres into 375 single-family residential lots.
The Planning and Zoning Commission meeting will be held on 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, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER S-21-10

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Villa Bella Filing NO. 2 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22
_____
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin _____

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
COLORADO STATE BOARD OF AG	1525 SHERMAN ST	DENVER	CO	80203-1714
CALEB DEVELOPMENT LLC 36.45% / L(	212 N WAHSATCH AVE STI	COLORADO SPRIN	CO	80903-3476
COLORADO STATE BOARD OF AG ATTI	2200 BONFORTE BLVD	PUEBLO	CO	81001-4901
V B E BUILDING CORP	2390 RAWLINGS BLVD	PUEBLO	CO	81001-4905
RICHMOND AMERICAN HOMES OF CC	2509 TORINO WAY	PUEBLO	CO	81001-4912
WOLF VILLAGE INVESTORS LLC	3528 PRECISION DR STE 1(	FORT COLLINS	CO	80528-3502
CLARK JAMIE D	4350 S MONACO ST STE 5(	DENVER	CO	80237-3400
FOOTHILLS FARM RLLLP C/O PATRICK	4810 QUITA CT	PUEBLO	CO	81001-1072
610 RLLLP + TOUCHDOWN PROPERTIE	504 N GRAND AVE	PUEBLO	CO	81003-3113
UNIVERSITY VILLAGE COMM LLC	6304 CHARRINGTON DR	ENGLEWOOD	CO	80111-1109

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, FOR THE MANAGEMENT, OPERATION, AND PROMOTION OF THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and accepting a Lease and Management Agreement between the City of Pueblo and the Pueblo Bulls Hockey Club, Inc. (PBHC) for the management, operation, and promotion of the Pueblo Ice Arena.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In November 2018, City Council approved Resolution No. 14082, which approved a facility rental agreement with PBHC beginning May 1, 2019 through April 30, 2024. Assistant coach David Nelson gave a brief summary of what the Pueblo Bulls were all about and why Pueblo was such a great place for their new team to call home. Mr. Nelson stated that the PBHC would be a Pueblo community-based organization, that would: (i) promote the game of hockey, (ii) be highly visible with community events, (iii) offer leadership programs, and (iv) interact with local students in Pueblo City and County Schools. Team owner Jerry Wilhite added that his team would be committed to being affordable as well as competitive.

In June 2019, City Council approved Ordinance No. 9490, which amended the original agreement to allow PBHC the ability to sell fermented malt beverages during their hockey games beginning in the fall of 2019. The PBHC assumed all financial obligations associated with the selling of alcohol in the Ice Arena premises. All revenue from the alcohol sales remained sole property of PBHC. City continued to operate the Ice Arena concessions.

Wanting to assure a stable junior hockey franchise here in Pueblo, owner Jerry Wilhite approached the City with a proposal to extend the original agreement term. Mr. Wilhite proposed to the City the possibility of PBHC managing, operating, and promoting the Pueblo Ice Arena. For the past six years, the City has subsidized the facilities expenses approximately $300,00 per year.

Since 2019, PBHC has been at the facility building a successful award-winning junior hockey program, developing local traditions and cherish playing in front of the best fans in the United States Premier Hockey League.

FINANCIAL IMPLICATIONS:

In the past six years, the City typically loses approximately $300,000 per year at the Pueblo Ice Arena. Expenses are approximately $513,000 per year with revenues approximately $217,000 per year.

The City will pay the following schedule the first five years:

1. Year 1: August 29, 2022 through August 28, 2023; $300,000.00
2. Year 2: August 29, 2023 through August 28, 2024; $225,000.00
3. Year 3: August 29, 2024 through August 28, 2025: $150,000.00
4. Year 4: August 29, 2025 through August 28, 2026; $75,000.00
5. Year 5: August 29, 2026 through August 28, 2027; $0.00 (no management payment)

In year six, starting August 29, 2027, PBHC will begin paying $5,000 per month for the year. Year seven the rent payment will increase $500 per month, but subject to the consumer price index. Also, in year six, the rates may be subject to further negotiations between both parties.

If necessary, the City's rental expense may be offset with personnel costs.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should City Council not approve this Ordinance, the City will continue to manage, operate, and promote the Pueblo Ice Arena.

RECOMMENDATION:

Approval of the Ordinance.

Attachments: Ordinance
Ice Arena Management Agreement
Exhibit A-1 Ice Arena Floor Plan
Exhibit A-2 Ice Arena Concessions Floor Plan
Exhibit B Ice Arena Inventory
Exhibit C PERA FORM
Exhibit D Ice Arena Rules and Regulations

ORDINANCE NO. 10270

AN ORDINANCE APPROVING AND ACCEPTING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, FOR THE MANAGEMENT, OPERATION, AND PROMOTION OF THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City owns and operates an ice rink and stadium area which is open to the public and located on the premises commonly known as Pueblo Ice Arena, 100 N. Grand Avenue, Pueblo, Colorado 81003; and

WHEREAS, there is located on the Ice Arena premises a concession area; and

WHEREAS, the City desires the services of the Pueblo Bulls Hockey Club, Inc. to occupy, manage, operate, promote, and maintain the Ice Arena, including the concession area and any liquor licensed premises; and

WHEREAS, Pueblo Bulls Hockey Club, Inc. has the requisite skill and experience and warrants it can operate the Ice Arena and all of its amenities, including the concessions area and any liquor licensed premises; NOW, THEREFORE,

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

SECTION 1.

The Lease and Management Agreement for Pueblo Ice Arena ("Lease and Management Agreement") between the City of Pueblo, a Municipal Corporation, and the Pueblo Bulls Hockey Club, Inc., for the management, operation, and promotion of the Pueblo Ice Arena, incorporated herein and attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease and Management Agreement in the name and on behalf of the City, 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 this Ordinance to implement the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 22, 2022.

Final adoption of Ordinance by City Council on September 12, 2022.

President of City Council

Action by the Mayor:

☒ Approved on September 19, 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

LEASE AND MANAGEMENT AGREEMENT
FOR PUEBLO ICE ARENA

THIS LEASE AND MANAGEMENT AGREEMENT ("Agreement") is entered into this 5th day of August, 2022 ("Effective Date"), by and between the City of Pueblo, a Municipal Corporation, with an address of 1 City Hall Place, Pueblo, Colorado 81008 ("City") and the Pueblo Bulls Hockey Club, Inc., a Colorado corporation, with an address of 1755 Telstar Drive, Suite 300, Colorado Springs, Colorado 80920 ("Manager").

RECITALS

WHEREAS, the City owns and operates an ice rink and stadium area which is open to the public and located on the premises commonly known as Pueblo Ice Arena, 100 N. Grand Avenue, Pueblo, Colorado 81003 (the "Ice Arena"); and

WHEREAS, there is located on the Ice Arena a concession area; and

WHEREAS, the City desires the services of Manager to occupy, manage, operate, and maintain the Ice Arena, including the concession area and any liquor licensed premises; and

WHEREAS, Manager has the requisite skill and experience and warrants it can operate the Ice Arena and all of its amenities, including the concessions area and any liquor licensed premises.

In consideration of the foregoing recitals, and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. DEFINITIONS.

As used herein, the following words and phrases shall have the following meanings:

(a) "Leased Premises" means and includes the entire Ice Arena and its facilities. The Leased Premises shall include the locker rooms, offices, ticket office, skate rental and sharpening room, restrooms, Concession Area (as defined below), and other facilities, the floor plan for which is attached hereto and incorporated herein as Exhibit A.

(b) "Concession Area" means the concession stand and associated facilities located in the Leased Premises.

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(b) "Concession Area" means the concession stand and associated facilities located in the Leased Premises.

(c) "Director" means the City's Director of Parks and Recreation or any person that the Director of Parks and Recreation may authorize to act in his or her stead.

(d) "Sponsorship Contract" means any contractual arrangement in which a third party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banner, and other materials at the Leased Premises.

(e) "Sponsorship Events" means events, promotions, parties, celebrity appearances, social functions, tournaments, contests, product demonstrations, product promotions, and other events at the Leased Premises, or the placement of advertising signs, banners, announcements, and similar materials at the Leased Premises under a Sponsorship Contract.

SECTION 2. EXHIBITS TO AGREEMENT.

Exhibit A: Leased Premises and Concession Area Floor Plan.

Exhibit B: List of City's Property - Inventory.

Exhibit C: PERA Questionnaire.

Exhibit D: Pueblo Ice Arena Rules & Regulations

SECTION 3. GRANT OF RIGHT TO OCCUPY AND OPERATE LEASED PREMISES.

City grants to Manager as an independent contractor the exclusive right to occupy, use, and operate the Leased Premises, subject to:

(a) The City's right to enter the Leased Premises without notice to Manager to inspect the Leased Premises, to perform maintenance, and to carry out any other action of City.

(b) Manager shall be responsible for the repair, maintenance, and replacement of all equipment, including, but not limited to, the primary Zamboni, backup Zamboni, and all appliances and other equipment in the Concession Area. Concession Area appliances are devices or pieces of equipment designed to perform a specific task, including, but not limited to, refrigerators, freezers, stoves, fryers, mixers, and microwaves. Any replacement of kitchen appliances must be approved by the Director prior to such replacement, and any such replacement will be at the sole cost of Manager. All appliances are fixtures owned by City, a record of which shall be kept in the Inventory (later defined and incorporated herein as Exhibit B).

(c) The City's right to enter into Sponsorship Contracts without notice to Manager. Manager shall comply with all terms of any Sponsorship Contracts, including but not limited to using or selling the sponsor's product and/or placing advertising signs, banners, and other materials at the Leased Premises.

(d) The City's right to inspect all of Manager's records, including but not limited to sales receipts, inventory lists, purchase orders, payroll, financial records, tax returns, and bank statements of Manager, or any subcontractor contracted by Manager to operate all or a portion of the Leased Premises. Manager shall submit a quarterly financial report to the City, to be reviewed by the City's Finance Department.

(e) All other terms of this Agreement. Any agreement between Manager and a subcontractor must include a provision reserving all of the City's rights under this Agreement and law, and the subcontractor agreeing thereto.

SECTION 4. PAYMENTS AND RENT.

(a) City will pay Manager for management of the Ice Arena and all services to be performed by Manager under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the following amounts for the following years:

i. Year 1: August 29, 2022 through August 28, 2023; $300,000.00
ii. Year 2: August 29, 2023 through August 28, 2024; $225,000.00
iii. Year 3: August 29, 2024 through August 28, 2025; $150,000.00
iv. Year 4: August 29, 2025 through August 28, 2026; $75,000.00
v. Year 5: August 29, 2026 through August 28, 2027; $0.00 (no management payment)

(b) The first payment of $150,000.00 shall be due within forty-five (45) days of both parties executing this Agreement, and the remaining $150,000.00 shall be due six months later. Each annual payment thereafter for Year 2, Year 3, and Year 4 shall be due biannually in equal installments.

(c) At least thirty (30) days prior to the next biannual period, but not more than sixty (60) days, Manager will submit an invoice for payment at a rate of not more than half of the yearly sum, unless otherwise agreed upon in writing, for actual professional services rendered. Applications for payment shall contain appropriate documentation showing that services have been performed and appropriate expenses incurred in the previous biannual period. Thereafter, City shall pay Manager for an undisputed invoice within forty-five (45) days of the date such

application is received. City may offset any payments to Manager by amounts due to City, including but not limited to any unpaid sales tax or municipal fee that Manager has failed to remit, and any costs enumerated in paragraph (d) directly below.

(d) Should City need to employ mechanic, manager, or other personnel on the Leased Premises to assist Manager with is operations or maintenance, the salary and other associated costs, including but not limited to insurance premiums, chemicals, or supplies, of said City employees shall be deducted from any monies to be paid to Manager. Manager is encouraged, but not required, to employ the persons City laid off due to Manager taking over management and operation of the Licensed Premises.

(e) Beginning in Year 6, August 29, 2027 through August 28, 2028, Manager shall pay City $5,000.00 per month as rent due for the use of the Leased Premises. Beginning August 29, 2028, Manager shall pay to City $5,500.00 per month as rent due, subject to an annual consumer price index ("CPI") adjustment as set forth below. Rental rates starting in Year 6 may be subject to further negotiation between the parties.

(f) Following Year 7, August 29, 2028 through August 28, 2029, the rents for the Leased Premises shall be increased biennially based upon the CPI for all urban consumers, CPI-U (all items 1982-1984=100) or comparable index if the Department of Labor changes or modifies the CPI-U or no longer publishes the CPI-U. The rent shall be increased by a percentage equal to the percentage increase in the CPI-U during each preceding two-year period over the comparable CPI-U for the first month of each 2-year period. If there is no percentage increase in the CPI-U for any preceding 2-year period, the rents will remain the same as the preceding 2-year period for the next 2-year period. In no event, shall the percentage increase for the rents be greater than five percent (5%).

(g) All rent shall be due without notice, offset, or deduction on the first day of each month, and shall be payable at the place designated in this Agreement for Notice to City. Rent shall be paid to City of Pueblo, Finance Department, 1 City Hall Place, Pueblo, Colorado 81003. All late rent, fees, and other sums due under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date the sum first becomes due, compounded monthly.

(h) 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 agreed to.

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

SECTION 5. UTILITIES.

Manager shall pay before delinquent the charges for all utilities, including but not limited to, water, gas, electric, cable, satellite, and internet.

SECTION 6. SECURITY DEPOSIT.

(a) At the beginning of Year 6 on August 1, 2027, Manager will submit and City shall retain a deposit in the sum of $5,000.00 to ensure performance of its obligations under this Agreement. In the event that Manager fails, neglects, or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this security deposit to remedy Manager's default. Nothing contained in this Agreement shall require City to remedy Manager's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Manager's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Agreement or by law.

(b) In the event that City draws from this security deposit to remedy Manager's default, City shall notify Manager in writing and require Manager to replenish the deposit to its original level. Failure of Manager to comply with this section shall constitute a material breach of this Agreement.

(c) Within sixty (60) days after this Agreement expires or terminates, City shall refund to Manager the security deposit, less any portion of the security deposit that City has applied to remedy any of Manager's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the term of this Agreement or afterward.

SECTION 7. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS, EQUIPMENT, AND MAINTENANCE.

(a) City has paid for certain capital improvements to the Leased Premises and purchased the equipment and supplies presently located on the Leased Premises, including, but not limited to, the ice rink, primary Zamboni, backup Zamboni, stoves, ovens, furniture, bars, freezers, and the like, for Manager's use on the Leased Premises. All such improvements, equipment, and supplies shall remain property of the City and shall be returned to the City upon termination or expiration of this Agreement. Manager shall confirm that all equipment and supplies are

tagged with City identification within one (1) month of signing of this document. Any capital improvements, equipment, or other supplies purchased by Manager, whether to improve the Leased Premises or to replace existing capital improvements, equipment, or other supplies, shall become the property of City upon termination of this Agreement, unless otherwise agreed to in a signed writing.

(b) Manager shall not remove any equipment from the Leased Premises without the express written consent of the City's Mayor. Manager shall operate and maintain, at its own expense, all equipment. ALL EQUIPMENT PROVIDED TO MANAGER AS SET FORTH IN EXHIBIT B IS ON AN "AS IS" "WITH ALL FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE. Manager is hereby advised that Manager shall be solely responsible for personally inspecting the equipment before execution of this Agreement and any use of the equipment. Manager's execution of this Agreement and use of the equipment shall constitute an expressed acknowledgement by Manager that the equipment is safe and adequate for Manager's intended and permitted use.

(c) Manager shall have exclusive control of the equipment during the pendency of this Agreement, subject to the City's rights, and shall be responsible for all equipment and for adequate safeguard for the protection of Manager, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to replace the equipment, or to keep or maintain the equipment in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance, repair, and/or replacement.

(d) City shall be responsible for all major maintenance, repair, and replacement of the plumbing system, roof, electrical system, parking lot, building exterior, and cooling tower for the Leased Premises. The Leased Premises does not contain and the City will not provide a heating and/or air conditioning system beyond the limited heating in the locker rooms, lobby, and other areas. Manager shall be responsible for routine and minor repairs and maintenance, which are defined as any repairs or maintenance with a dollar value of five thousand dollars ($5,000.00) or less, including but not limited to the changing of light bulbs and the interior cleaning and upkeep of restrooms and hallways.

(e) City will maintain the area outside of the Leased Premises, including maintenance of the landscaping, building facades and snow removal on walkways leading to the entrance of the

Ice Arena. However, snow removal within five (5) feet of the entrance to the Ice Arena will be the responsibility of the Manager.

SECTION 8. SPONSORSHIP CONTRACTS AND ADVERTISING.

(a) Manager may enter into Sponsorship Contracts which affect the Leased Premises or the operation of the Concession Area at any time. Manager shall honor and comply with all existing sponsorship agreements the City currently has in place. Once the City sponsorship agreements have expired, the Manager may negotiate new Sponsorship Contracts with those individual organizations.

(b) Manager may enter into Sponsorship Contracts for less than Twenty Thousand Dollars ($20,000.00) without the prior written consent of the City; however, the City reserves the right to require Manager to discontinue any Sponsorship Contracts and/or advertising that the City believes, in its sole and absolute discretion, is not within the City's best interests. Any Sponsorship Contract over Twenty Thousand Dollars ($20,000.00) or involving the naming of the whole, or any portion of the Leased Premised must be approved by the City's Mayor in writing, which approval may be withheld at the sole and absolute discretion of the City. Manager may not enter into Sponsorship Contracts where the sponsorship or advertising is related to marijuana, or any activity prohibited by Colorado or municipal law. Should a sponsor pay for the right to have its product used or sold on the Leased Premises, or to place advertising signs, banners, and other materials at the Leased Premises, City's approval of such sponsorship must first be obtained.

(c) Manager must complete a Sponsorship Contract for any Sponsorship Event it wishes to conduct.

(d) In the event that any term of this Agreement pertaining to Sponsorship Contracts or Sponsorship Events conflicts with or is construed to conflict with any provision of any other contract, lease, or agreement between the City or any of its enterprises and Manager, the provisions of this Agreement shall control.

(e) Manager must work with the City and provide necessary information to the City in order to update the Pueblo Ice Arena website at all times during the term of this Agreement and any extension thereof. Manager must insure a proper link from the Pueblo Bulls Hockey website to the City of Pueblo website at all times during the term of this Agreement. Manager may create and manage a separate social media site to promote Pueblo Bulls Hockey. The City has the right to require Manager to discontinue any advertising on the Pueblo Ice Arena website that the City believes, in its sole and absolute discretion, is not in the City's best interests.

(f) City will be named as an additional sponsor for all of Manager's games, events and programs. The City of Pueblo's logo as provided by the Director will be placed on the ice of the ice rink and must be readable from the highest stands of the Ice Arena by the average person. Said logo need not be located at center ice.

(g) This Agreement does not include the use of broadcasting or television facilities or the use of the Leased Premises for either of these activities, arrangements for either of which must be made in Manager's sole cost and expense. City reserves the right to take photographs in the Leased Premises at any time.

(h) Manager shall be responsible for all of its own marketing and promotions, including but not limited to signs, banners, flyers, and posters. Manager shall include City's logo as approved by Director on all marketing and promotions but shall not represent or hold itself out as a partner, joint venture, agent, or representative of City.

SECTION 9. MANAGER'S OBLIGATIONS.

Manager shall perform and comply with the following obligations, restrictions, and limitations:

(a) Operate, staff, manage, clean, repair, keep sanitary, maintain, and promote the Leased Premises, fixtures, and equipment, including the ice rink, bleachers, locker rooms, restrooms, offices, skate rental area(s), storage rooms, primary Zamboni, backup Zamboni, and Concession Area equipment. Manager shall clean the ice rink but City will dispose of ice rink shavings in accordance with hazardous waste policies and procedures. Manager shall perform all duties with reasonable care according to the highest standards in the industry.

(b) Hire, supervise, train, and schedule all employees and subcontractors needed and required for the efficient operation, maintenance, management, and promotion of the Leased Premises and for any sale and service of alcoholic beverages. It is expressly understood and agreed that all employees hired by Manager shall be the employees of Manager, and there shall be no contractual obligations or employer-employee relationship between the City and such employees. Manager shall provide all workers' compensation insurance for its employees in accordance with the laws of the State of Colorado and furnish Director with satisfactory proof that such insurance is in effect.

(c) Maintain the security and inventory of, and maintain in good condition and repair, all City equipment, fixtures, and machinery used by Manager or placed under Manager's custody and

control by City. An initial inventory of such machinery, fixtures, and equipment shall be prepared for the Leased Premises and shall be signed by the Director and Manager and attached hereto and incorporated herein as Exhibit B (the "Inventory"). Director and Manager shall annually update such Inventory. Repairs, replacement, and disposal of any items on the inventory shall be approved by the Director annually or at such earlier time as requested by Manager. Any machinery, fixtures, or equipment purchased by Manager to replace existing machinery, fixtures, or equipment listed in the Inventory, including but not limited to both the primary Zamboni and backup Zamboni, shall become the property of City upon termination of this Agreement.

(d) Keep and maintain separate, accurate, and complete accounts and records of all activities and transactions conducted by Manager or Manager's subcontractor on the Leased Premises, including the Concession Area, in accordance with generally accepted accounting principles and sound business practices, which accounts and records shall be available for inspection, copy, and audit by City during normal business hours. Manager shall retain all such accounts and records during the term of this Agreement and for a minimum period of three (3) years after termination of this Agreement.

(e) Comply strictly with all applicable federal, state, and local laws, rules, and regulations. The Pueblo Ice Arena Rules & Regulations, as they now exist and as they may later be amended, shall be incorporated herein and attached hereto as Exhibit D and be binding upon Manager.

(f) Keep the Leased Premises open for business for sufficient hours each day to adequately serve the public and conduct City's programs, but for no less than a continuous ten (10) hour period per day. Any change in the set hours of operation shall require the prior approval of the Director. Should City in its sole discretion determine the Leased Premises is not open for sufficient hours to adequately serve the public, City may direct Manager to open the Leased Premises for such additional hours as City may select.

(g) Furnish prompt, courteous, and efficient service throughout the Leased Premises, including but not limited to food and beverage service in the Concession Area. Manager will hold regular events, special events, and Sponsorship Events according to a schedule set forth by Manager and approved by Director, in his or her sole and absolute discretion. Manager will provide all service in a polite and inoffensive manner, ensuring polite conduct and demeanor on the part of Manager's representatives, agents, employees, and subcontractors.

(h) Schedule all City programs on the Leased Premises as directed by the City, including but not limited to public skating sessions, freestyle figure skating, the Pueblo Ice Skating Academy,

Lazer Light Friday Night, and Youth Stick & Puck. City programs shall take priority over any other use Manager may make of the Leased Premises. The City must give prior approval for any change in or rescheduling of a City program. Revenue from City programs conducted on the Leased Premises will be collected by Manager and be used by Manager to further the same or similar programs on the Leased Premises.

(i) Meet, work with, and accommodate Ice Arena User Groups, included but not limited to Pueblo Men's Hockey League, Co-ed Hockey League, Heads Up Hockey League, Pueblo Women's Team, Dave Feamster Hockey Camp FCA, and the Pueblo Figure Skating Club.

(j) Meet with Director in person at least quarterly to review: operation of the Leased Premises, City programs or other events to be conducted on the Leased Premises, the results of previous City programs or other events conducted on the Leased Premises, any menu, prices charged, days and times of operations, décor, advertisements, sponsorships, sales materials and records, and the quality of food and beverages provided.

(k) Pay at Manager's sole cost, before same becomes delinquent, all sales, use, property, and other taxes on the business or property. Manager shall collect and remit to City all sales taxes on the sale of tickets, food, beverages, and other sales.

(l) Operate and manage the Leased Premises as a public facility for the use and benefit of the public on a fair, equal, and nondiscriminatory basis without preferential treatment to any individual, group, or entity. Manager will meet and comply with the nondiscrimination and equal employment requirements of Section 1-8-4 of the Pueblo Municipal Code and state and federal law, which are incorporated herein by reference. Manager specifically agrees that no person shall be denied or refused services or other full or equal use of the Leased Premises, nor denied employment opportunities by Manager as a result of race, creed, color, sex, sexual orientation, age, national origin, ancestry, or disability. Manager's failure to comply with this section shall constitute a material breach for which City may immediately terminate this Agreement and at which time Manager will provide a full refund of the most recent monies paid by City to Manager.

(m) To the extent the Americans With Disabilities Act of 1990, (42 U.S.C. § 12101, et. seq.) (the "ADA"), the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (the "RA") or any other federal or state law requires that special accommodation be made for any person with a disability, including any person with a hearing impairment, in order for such person to attend, enjoy or participate in any program, activity, public performance, or other use of Leased Premises undertaken by Manager under this Agreement, Manager shall at its sole cost and expense furnish such special accommodations, and fully comply with the requirements of the ADA, RA, or other federal or state law. Should a pre-existing condition of the Leased Premises

be found by City to not be ADA compliant, Manager will not be responsible for the cost of correcting said condition, which shall be the responsibility of City.

(n) To the extent applicable, Manager's website and virtual activity shall comply with and adhere to Section 508 of the RA and C.R.S. §§24-85-101 et seq. Manager 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/.

(o) Obtain at Manager's sole cost and expense all licenses required for the operation of the Leased Premises, including but not limited to food service licenses, liquor licenses, and sales and use tax licenses. Upon termination of this Agreement, all such licenses shall remain with the Leased Premises and Manager shall fully cooperate in the transfer of such licenses to City or its designee. For such purposes, Manager hereby irrevocably appoints City its agent and attorney in fact to execute all approvals and instruments required for such transfers. City acknowledges that any required license may be held in the name of a subcontractor of Manager, but any such license shall remain with the Leased Premises and both subcontractor and Manager shall fully cooperate in the transfer of such licenses to City or its designee. Any agreement between Manager and a subcontractor must include a provision keeping all such licenses with the Leased Premises and guaranteeing their transfer and approval in accordance with City's direction.

(p) Comply with the rules and regulations adopted by the Director relating to the use and operation of the Leased Premises, and all roads, sidewalks, and parking lots used in connection with the Leased Premises.

(q) Keep all portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public areas of the Leased Premises unobstructed and not use such areas for any purpose other than ingress and egress to and from the Leased Premises and public areas. The doors, stairways, or openings into the Leased Premises, including hallways, corridors, passageways, and house lighting attachments, shall not be obstructed by the Manager.

(r) Not use or allow the Leased Premises to be used for any unlawful or objectionable purpose as determined by the City, and shall not cause, maintain, or permit any disorderly conduct, nuisance, or waste in, on, or about the Leased Premises. Manager shall not conduct any activity or sell anything at or on the Leased Premises except as specifically authorized in this Agreement.

(s) Not make any improvements of a permanent nature to the Leased Premises or install any fixture or sign thereon, or make any additions, changes, remodeling, or alterations to the same without

the prior written approval of the Director and after obtaining all permits required therefor. All improvements, fixtures, signs, additions, changes, remodeling, or alterations shall become and remain the property of the City.

(t) Surrender and deliver to the City at the expiration or termination of this Agreement the Leased Premises and all fixtures, machinery, supplies, and equipment in good order and condition, reasonable wear and tear excepted.

(u) Have the non-exclusive right, but not the obligation, to collect and have custody of all articles left in the Leased Premises by persons attending any function held in the Leased Premises. Any property left in the Leased Premises shall after a period of thirty (30) days from the last day of tenancy be deemed abandoned and at the option of City become property of City.

SECTION 10. MANAGER'S IMPROVEMENTS AND EQUIPMENT.

(a) All costs associated with the development, installation, construction, and maintenance of any improvements or capital improvements shall be the sole responsibility of the Manager, unless City and Manager mutually agree otherwise through a signed writing. Manager shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and anticipated cost of development, installation, construction, and maintenance. All improvements must comply with the requirements of the ADA, RA, and other federal or state laws. Manager must obtain the prior written approval of the Director and Mayor for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City prior to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations.

(b) Manager shall maintain the improvements in good and safe condition, appearance, and state of repair, regardless of the cause or need for maintenance and repair. City and Manager may negotiate to offset or reduce the yearly rental rates by the cost of site improvements installed or constructed by Manager. All offsets or reductions in rent shall be mutually agreed upon by Manager, Director, and Mayor and be reduced to a writing signed by both parties prior to any work being performed. To receive a reduction or offset, Manager must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If an improvement is not performed or completed, or Manager's payment for the same is not completed, rejected, or dishonored for any reason, rent shall be paid according to existing terms of this Agreement.

(c) Any improvement, construction, or enhancement completed by Manager shall be deemed a fixture and become a permanent part of the Leased Premises, and all ownership of the improvement, construction, or enhancement shall pass to the City upon termination or expiration of this Agreement.

(d) The City may in its discretion reimburse Manager for additional capital expenses incurred by Manager for equipment and furniture to be used by Manager at the Leased Premises, provided that:

(1) Manager obtains written approval from the City for the capital expenses prior to incurring said expenses; and

(2) Manager provides a detailed proposal to the City describing the equipment or furniture to be purchased, the reason the purchase is necessary, and an estimate of the costs for the equipment or furniture; and

(3) The capital expenses are incurred only for Ice Arena related equipment or furniture delivered to and used solely at the Leased Premises; and

(4) Receipts for all purchases are provided immediately after the purchases are made.

SECTION 11. PROGRAMS AND EVENTS.

(a) Manager will on behalf of City, schedule all City programs on the Leased Premises as directed by the City, including but not limited to public skating sessions, freestyle figure skating, the Pueblo Ice Skating Academy, Lazer Light Friday Night, and Youth Stick & Puck. City programs shall take priority over any other use Manager may make of the Leased Premises. The City must give prior approval for any change in or rescheduling of a City program. All City programs must be provided at affordable rates and any charges to participants must first be approved by City.

(b) Bulls Hockey Practice and Games. Hockey practices and games shall be scheduled by Manager, such that the practices and games do not conflict with City programs.

(c) Lazer Light Night. Games shall conclude prior to the Pueblo Ice Arena's Lazer Light Friday Night event. Manager's players may interact with youth in attendance and join the Pueblo Ice Arena Lazer Light Friday Night event upon approval of City. Depending upon the Friday night

game schedule, Manager may with Director's approval adjust the Lazer Light event schedule to accommodate the earlier Friday night games.

(d) Manager may hold special events upon Director's written approval and at hourly rates approved by Director. Manager shall be solely liable for all damage to the Leased Premises caused by its events and will conduct any repairs needed due to such damage. No event may substantially alter the character of the Leased Premises nor result in it losing its nature as a public facility.

(e) Manager shall provide City with a discounted rate for any rental or special event City wishes to hold on the Leased Premises. The discount for City use shall be at least ten percent (10%) below the standard rate. The City's Fire and Ice Cup between the Pueblo Police Department and Pueblo Fire Department will be hosted on the Leased Premises at no charge to City.

(f) Manager shall be responsible for all ticket sales, both before and the day of a game or event. City shall not be in any way responsible for the sale of tickets nor Manager's inability to sell tickets. Manager shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of the Leased Premises, nor admit a larger number of persons to the Leased Premises than can be properly and safely seated, and the decision of the Director in this respect shall be final. Although Manager shall set the price of tickets with Director's approval and control all ticket sales, Manager shall keep ticket prices affordable to the Pueblo community to ensure sufficient sales and to build a long-term fan base.

(g) Manager shall not use pyrotechnic devices, explosives, fireworks or incendiary devices of any kind anywhere in or near the Leased Premises without prior written approval from the Fire Department and the Director.

(h) Manager will endeavor to foster various community leagues that would use the Ice Arena, including but not limited to hockey, skating, and curling.

SECTION 12. FOOD, BEVERAGES, AND LIQUOR.

(a) Manager will provide food and beverage service in designated areas of the Licensed Premises, which may include alcoholic beverages. Manager will purchase, stock, carry, furnish, provide, and replace as needed, at Manager's sole cost and risk, sufficient and adequate food, foodstuffs, beverages, alcohol beverages, equipment, furnishings, furniture, dishes, glasses, and utensils in the Concession Area, in a quality and quantity determined to be adequate by Director, including at a minimum sandwiches and light snacks or the equivalent thereof.

(b) Manager shall provide prompt, courteous, and efficient food and beverage service on the Leased Premises during games and approved Sponsorship Events. Food must be served in accordance with the Colorado Liquor Code if Manager has obtained a liquor license.

(c) Manager may use the Leased Premises for the selling of fermented malt beverages, also known as beer, if it obtains all necessary permits and permissions, including the appropriate license from the City of Pueblo Liquor and Beer Licensing Board. Should Manager decide to sell alcohol:

(1) The Manager may only sell fermented malt beverages and no other type of liquor.

(2) Alcohol shall NOT be served during youth programs or events.

(3) Alcohol must be stored securely on the Leased Premises.

(4) Manager must maintain the Leased Premises in accordance with liquor rules and regulations promulgated by the State of Colorado and the City of Pueblo. Manager shall provide adequate security at all times during which alcoholic beverages are to be sold.

(5) Manager shall procure additional insurance in accordance with best practices of liquor licensed establishments, sufficient to cover the liabilities incurred from the selling of alcohol.

(6) All costs associated with and incidental to the selling of alcohol, including equipment, tables, cups, additional trash cans, and other supplies, will be assumed by Manager. Manager shall provide its own trained staff to serve alcoholic beverages. City's staff shall not serve alcoholic beverages nor be requested to do so. City's staff shall not in any way be required to aid Manager in the procurement or sale of alcohol.

(7) Manager shall exercise special care to ensure that persons under the age of twenty-one (21) do not purchase, receive, or consume alcoholic beverages on the Leased Premises, that alcoholic beverages are not removed illegally from the Leased Premises, and that visibly intoxicated persons are not served alcoholic beverages. Before allowing any employee to sell or serve alcoholic beverages on the Licensed Premises, Manager shall ensure that the employee receives Responsible Vendor Training in in accordance with the Colorado Liquor Code.

(d) Manager will be responsible for and meet City's standards when cleaning up serving areas, stands, and all other areas where alcohol is to be allowed.

(e) Manager's sale of alcoholic beverages must be kept separate from the sale of other food and non-alcoholic concessions. All revenue from Manager's sale of food, beverages, and alcohol shall be the sole property of Manager, subject to all taxes and fees.

(f) Manager must receive approval from City before applying for any license or permit allowing the sale of liquor, other than fermented malt beverages (beer).

SECTION 13. TERM AND TERMINATION.

(a) The initial term of this Agreement is five (5) years, from August 29, 2022 to August 28, 2027, unless earlier terminated as herein provided. This Agreement may be renewed for three (3) separate successive five-year periods in the discretion of the City. Prior to the first renewal of this Agreement, the parties may negotiate the rent Manager will be charged for its use and occupation of the Leased Premises. If a new rent is not negotiated, rent shall be as set forth in Sections 4(d) and 4(e) of this Agreement.

(b) If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said twenty (20) day period and the defaulting party fails to commence action to correct within said period and thereafter diligently pursue corrective action, the non-defaulting party may terminate this Agreement upon an additional five (5) days' notice to the defaulting party.

(c) Notwithstanding the foregoing, either party may terminate this Agreement without cause by giving at least ninety (90) days prior written notice to the other party, specifying the date of termination.

(d) In the event any portion of the Leased Premises is not vacated at the end of the term of this Agreement, City shall be and is hereby authorized to remove from the Leased Premises, at the expense of the Manager, all Manager's goods, wares, merchandise, and property of any kind or description which may be located in any portion of the Leased Premises, and City shall not be liable for any damage to or loss of such goods, wares, merchandise, or property sustained either during the removal or storage of same and the City is hereby expressly released from any and all claims for such loss or damage. Upon termination of this Agreement, Manager will deliver to the City the Leased Premises in as good condition and repair, as the same shall be found at the beginning of the term of this Agreement. Manager shall pay to City the cost of replacement of any rink glass broken during its rental term.

SECTION 14. INSURANCE, INDEMNITY, AND RELEASE.

(a) Manager shall, prior to execution of this Agreement and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City Certificates of Insurance evidencing the same. Certificates evidencing insurance coverage shall certify that the insurance coverage is in force and will not be cancelled or reduced without at least thirty (30) days prior written notice to City and that the City is named as an additional insured under the policies. Manager shall maintain all such insurance coverages at all times during the term of this Agreement:

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

(2) Commercial General Liability ("CGL") Insurance issued to and covering the liability of Manager and its subcontractors, to be written on a Commercial General Liability policy form with coverage limits of not less than Two Million and No/100 Dollars ($2,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Two Million and No/100 Dollars ($2,000,000.00) per occurrence for property damage. This CGL policy shall also provide coverage for fires and for contractual liability assumed by Manager under the provisions of this Agreement.

(3) Comprehensive Automobile Liability Insurance effective during the period of the Agreement, covering the liability of Manager and with limits of liability for injury to one person in any single occurrence of not less than One Million and No/100 Dollars ($1,000,000.00) and for any injury to two or more persons in any single occurrence of not less than Two Million and No/100 Dollars ($2,000,000.00). This insurance shall include uninsured/underinsured motorist coverage and shall protect Manager from any and all claims arising from liability for the use of motor vehicles and Zambonis on and off the Leased Premises and whether the motor vehicle or Zamboni is owned, hired or used by Manager or its employees.

(4) The coverage and limits enumerated in this insurance provision represent only the minimum insurance required, and the Manager should rely on its expertise to obtain any additional insurance coverage needed for its performance under this Agreement.

(b) Manager forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against City and its officers, employees, agents, and independent contractors ("Released Parties") in any court or

tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer, related to or caused by the Released Parties which are in any way related to the Leased Premises, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.

(c) Manager shall not file, pursue, or prosecute any suit, action, or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer related to or caused by the Released Parties which are in any way related to the Leased Premises or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.

(d) Manager shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer, related to or caused by the Released Parties which are in any way related to the Leased Premises or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.

(e) Manager shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss directly or indirectly attributable to Manager or Manager's subcontractors, which are in any way related to the Leased Premises or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by Manager or Manager's subcontractors, except where said loss is due to civil rights related litigation based on City denying Manager's acceptance of a sponsorship.

(f) Prior to using the Leased Premises, all of Manager's employees, agents, and participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Manager personnel and all executed Release Agreements shall be maintained and kept on file by Manager for at least three (3) years from the execution date of the Release

Agreements. Originals or copies of the Release agreements shall be delivered to the City upon its request. Manager's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Manager shall bear sole responsibility for full compliance with this section. Use of the Leased Premises by any of Manager's employees, agents, or participants prior to the execution of a Release Agreement by such individual, shall constitute a material breach of this Agreement by Manager.

(g) No individual under the age of eighteen (18) years shall be allowed in to use the Leased Premises, without a (1) Release Agreement, and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Parental Consent Agreement") executed by each minor and the minor's parent or legal guardian. The language of the Release Agreement and Parental Consent Agreement must be approved by the Director. These documents must be signed in the presence of Manager personnel and are required before said minor's use of the Leased Premises. All executed documents shall be maintained and kept on file by Manager for three (3) years from the execution date of the Release Agreements and Parental Consent Agreements. Originals and/or copies of the Release Agreements and Parental Consent Agreements shall be delivered to the City upon request. Manager's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Manager shall bear sole responsibility for full compliance with this section. Entry by any individual to a restricted area prior to the execution of the agreements listed in this section shall constitute a material breach of this Agreement by Manager.

(h) The City assumes no responsibility whatsoever for any Manager property placed in the Leased Premises, and City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to person or property that may be sustained by reason of the occupancy or use of the Leased Premises by Manager. Manager assumes all risk of loss, injury, or damage to such property and persons.

SECTION 15. SUBCONTRACTS.

(a) The parties acknowledge that Manager is the only party with whom City has a lease or contract under this Agreement. To the extent Manager performs any services under this Agreement through subcontractors, Manager shall contractually bind each of its subcontractors through written contract to all of the terms of this Agreement which are for the benefit of City, and City shall be a third party beneficiary of those subcontracts. City reserves the right to approve or reject, in its sole and absolute discretion, any subcontractor Manager intends to perform services under this Agreement. Manager shall obtain City's approval prior to contracting with any such subcontractor.

(b) Manager shall indemnify, defend, and hold harmless the Released Parties from any and all claims and demands for payment for any services provided by Manager's subcontractors. Manager shall provide or require its subcontractors to maintain at a minimum the types and levels of insurance required of Manager pursuant to this Agreement and require subcontractors to release City from any and all liability and to indemnify, defend, and hold harmless City from any damage or loss directly or indirectly attributable to the subcontractor. Manager shall not allow the placement of any liens on the Leased Premises.

(c) Manager shall furnish, maintain, and keep in force during the effective term of this Agreement a good and sufficient Performance Bond, in the form provided by City, in an amount not less than the Minimum Annual Guarantee as security for Manager's faithful performance of this Agreement and for the payment of all subcontractors and persons performing labor and furnishing equipment and provisions in connection with the Leased Premises and the return of the Leased Premises and City owned fixtures, inventory, and equipment in good condition upon termination or expiration of this Agreement.

SECTION 16. NOTICES.

(a) Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the following address or at such other address as may be subsequently furnished in writing to the other party:

If to City:
Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

With an additional copy to:
City Attorney
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

And

Director of Parks and Recreation
City of Pueblo
800 Goodnight Avenue
Pueblo, Colorado 81005

If to Manager:

Jerry Wilhite
Pueblo Bulls Hockey Club, Inc.
1755 Telstar Drive, Suite 300
Colorado Springs, Colorado 80920

(b) Such notices shall be deemed to have been given when deposited in the regular United States mail.

SECTION 17. PERA LIABILITY.

Manager 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. Manager shall fill out the questionnaire attached as Exhibit C and submit the completed form to City as part of the signed Agreement.

SECTION 18. MISCELLANEOUS.

(a) THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE LEASED PREMISES FOR MANAGER'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Manager is hereby advised that Manager shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any use. Manager's execution of this Agreement or commencement of any use shall constitute an expressed acknowledgement by Manager that the Leased Premises is safe and adequate for Manager's permitted use. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to keep or maintain the Arena or Leased Premises in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.

(b) Additional Documents. The parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(c) Force Majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, pandemics, fires, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations, 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.

(d) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(e) Section Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

(f) Integrations, Severability, Amendment, and Counterparts. This Agreement represents the entire agreement between the parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

(g) No Third Party Beneficiaries; No Waiver of Immunities. 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.

(h) Waiver of Breach. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(i) Authority of Signers. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(j) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid utilities, damages, janitorial fees, costs, or other sums due under this Agreement, to enforce any provision of this Agreement, to recover damages for Manager's breach of this Agreement, or to seek specific performance of this

Agreement, the City shall be entitled to collect its reasonable attorneys fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

(k) Relationship. Nothing in this Agreement 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 Agreement.

(l) Assignment. This Agreement shall not be assigned by Manager without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

(m) Disputes. In the event a dispute arises between Manager and Director with respect to any provision of this Agreement or the obligations or performance of either the City or Manager hereunder, the Director or Manager may submit such dispute to the Mayor for resolution and determination. If such dispute is submitted to the Mayor for resolution, his or her decision thereon shall be binding upon all parties.

(n) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

(o) Certain Provisions Survive Expiration of Term and Termination. The provisions of this Agreement pertaining to indemnification, releases, covenants not to sue, and liability, shall survive both the expiration of the term of this Agreement and termination of this Agreement, and such terms shall continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

(p) No Multi-Fiscal Year Obligation on City. 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, 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, including

any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

(q) Prior Agreements Between the Parties. Upon execution of this Agreement, the Pueblo Ice Arena Rental Agreement dated November 12, 2018 between the City and the Pueblo Bulls Hockey Club, Inc., as amended by that Amendment No. 1 to the Pueblo Ice Arena Rental Agreement dated May 14, 2019, shall be terminated and be of no further force and effect.

(r) 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.

[Remainder of page intentionally left blank.]

Executed the day and year first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By_____
Nicholas A. Gradisar, Mayor

Attest:_____
City Clerk

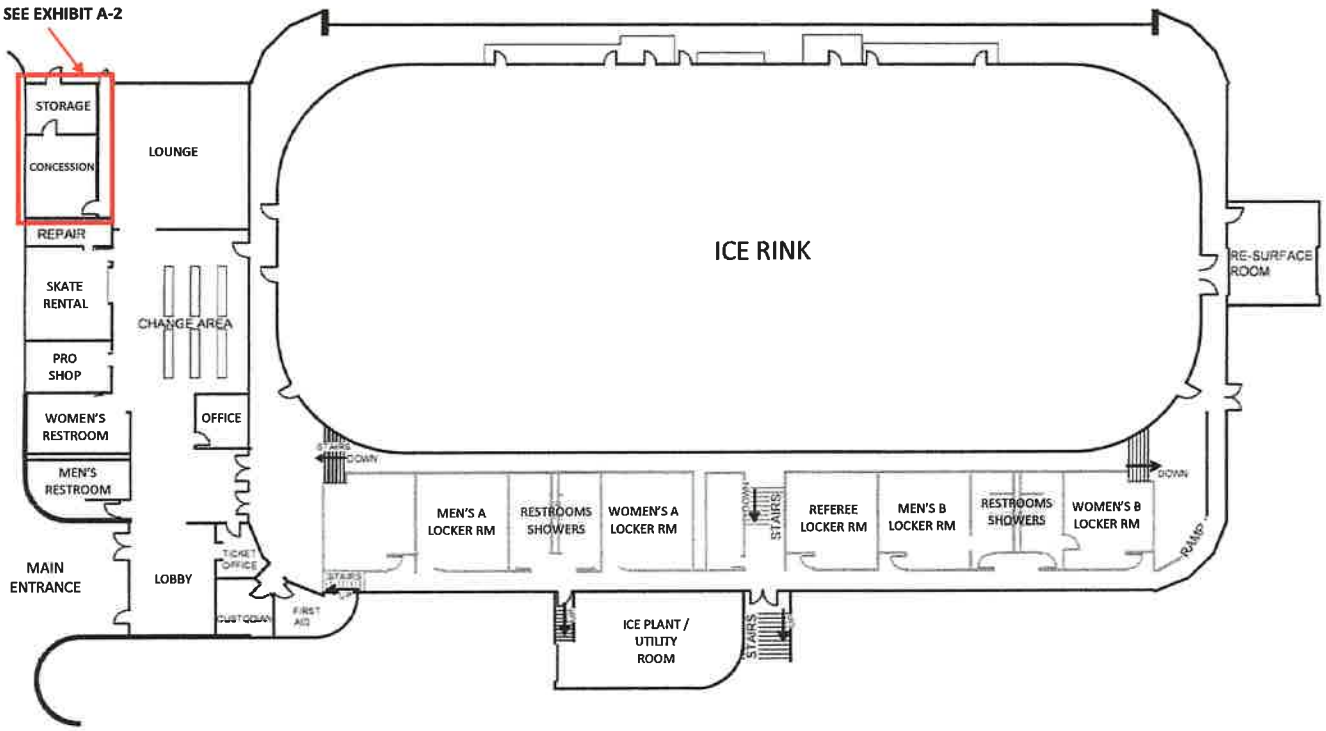
APPROVED AS TO FORM:

_____
City Attorney

PUEBLO BULLS HOCKEY CLUB, INC.
A COLORADO CORPORATION

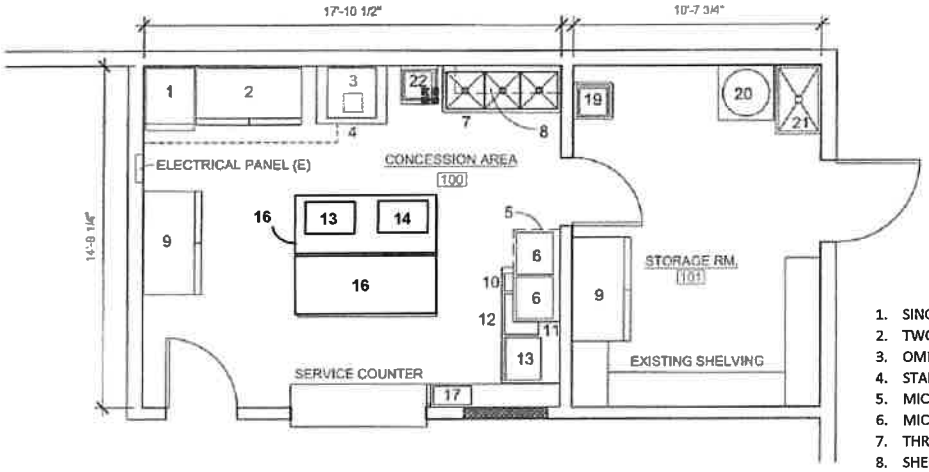
By_____
Name Gerald W. Wilhite
Title OWNER - President & CEO

Attest: C Wilhite
Secretary



ICE ARENA FLOOR PLAN

EXHIBIT A-1



CONCESSIONS FLOOR PLAN

1/4" = 1'-0

EQUIPMENT LIST

1. SINGLE DOOR COOLER (115V/60/1, 7.6A)
2. TWO DOOR REACH-IN FREEZER (115/60/1. 12.5A)
3. OMITTED
4. STAINLESS STEEL TABLE
5. MICROWAVE SHELF (24" x 48")
6. MICROWAVE OVEN (120V/60/1. 15A) (2)
7. THREE COMPARTMENT S.S. SINK
8. SHELF/DRYING RACK
9. REACH-IN REFRIGERATOR (115V/60/1, 12.5A)
10. CHEESE/CHILI SAUCE DISPENSER
11. STAINLESS STEEL TABLE
12. COUNTERTOP HOTDOG ROLLER GRILL (120V/60/1, 8.3A)
13. POPCORN MACHINE (120V/60/1, 15A)
14. COFFEE MACHINE
15. OMITTED
16. STAINLESS STEEL TABLE (2)
17. OMITED
18. OMITED
19. HAND SINK
20. 43 GALLON WATER HEATER
21. MOP SINK
22. WALL MOUNT S.S. HAND SINK

EXHIBIT A-2

EXHIBIT B

ICE ARENA CONTROLLED INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
24391	MERCHANDISING RACK	32954	Concessions	01/01/12	1 EA	103.50
24392	MERCHANDISING RACK	32953	Concessions	01/01/12	1 EA	88.67
24407	MICROWAVE OVEN	32939	Concessions	01/01/12	1 EA	234.60
24408	MICROWAVE OVEN	32940	Concessions	01/01/12	1 EA	234.60
24409	PIZZA OVEN	32934	Concessions	01/01/12	1 EA	1,046.02
24421	POPCORN POPPER	32945	Concessions	01/01/12	1 EA	586.85
24447	REFRIGERATOR	32955	Concessions	01/01/12	1 EA	2,483.61
25435	MICROWAVE OVEN	33374	Concessions	02/11/14	1 EA	285.00
25838	COOLER, SINGLE DOOR 25 CUBIC	34300	Concessions	06/17/15	1 EA	1,610.10
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	PRETZEL WARMER		Concessions		1 EA	
27475	MICROWAVE, NE-1025F	34893	Concessions	11/27/17	1 EA	307.01
27480	COFFEE BREWER, KEURIG K150P	34897	Concessions	12/07/17	1 EA	379.75
28702	SHELVING	28702	Concessions	02/07/19	1 EA	89.98
28703	SHELVING	28703	Concessions	02/14/19	1 EA	89.98
28757	PIZZA OVEN	41281	Concessions	02/18/19	1 EA	1,294.00
29187	CENTRAL REST PROD, 2 wall style		Concessions	03/06/20	6 EA	1,887.73
	CENTRAL REST PROD, center style		Concessions		3 EA	
	CENTRAL REST PROD, handicap style		Concessions		1 EA	
29241	MICROWAVE OVEN, 1000 w	41720	Concessions	02/27/20	1 EA	275.00
29256	PRETZEL DISPLAY CASE	41721	Concessions	05/05/20	1 EA	424.00
29584	COMMERCIAL KEURIG, K150P	42785	Concessions	09/25/20	1 EA	348.11
29587	COFFEE URN	42782	Concessions	09/25/20	1 EA	91.99
30078	SHEVLING UNIT	30078	Concessions	10/08/21	1 EA	99.98
18531	GOAL, HOCKEY W/NETS		Ice Room	01/01/80	6 EA	400.00
20312	SPEAKER, YORKVILLE Y150 23677		Ice Room	01/01/01	1 EA	387.50
20313	SPEAKER, YORKVILLE Y150 23695		Ice Room	01/01/01	1 EA	387.50
23066	TV, WALL MOUNT	30270	Lobby	01/01/09	1 EA	235.00
28479	TELEVISION, HITACHI 32C11	41185	Lobby	11/28/18	1 EA	124.88
28480	TELEVISION, HITACHI 55	41186	Entry	11/28/18	1 EA	299.00
28663	TELEVISION, HITACHI 55	41187	Lobby	11/28/18	2 EA	299.00
18259	CABINET, FILE 4 DRAWER		Storage	01/01/73	1 EA	223.44
18333	CABINET, FILE 4 DRAWER LEGAL	A1220	Storage	01/01/75	1 EA	140.00
18334	CABINET, FILE 4 DRAWER LEGAL	A1221	Storage	01/01/75	1 EA	140.00
18349	DESK, HON HN4701A	A1223	Manager Office	01/01/75	1 EA	187.60
19397	CABINET, FILE 2 DRAWER LEGAL	19115	Manager Office	01/01/96	1 EA	267.00
20291	RCA STA 3850/50 W R		Manager Office	01/01/01	1 EA	119.99
22357	CHAIR, EXECUTIVE GREY		Manager Office	01/01/07	1 EA	99.99
22608	CHAIR, MICROFIBER EXECUTIVE		Manager Office	01/01/08	1 EA	99.99
24684	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	10 EA	85.55
24685	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	16 EA	85.55
24686	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	22 EA	85.55
24687	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	4 EA	85.55
25660	SKATES, SOFTEC RENTAL YOUTH SIZE 6		Shop	06/02/15	24 EA	74.85
25661	SKATES, SOFTEC RENTAL YOUTH SIZE 5		Shop	06/02/15	18 EA	74.85
26171	SKATES, SOFTEC FIGURE YOUTH RS3651		Shop	10/26/15	8 EA	71.25
26172	SKATES, SOFTEC FIGURE ADULT RS3650		Shop	11/18/15	14 EA	80.75
26185	SKATES, SOFTEC FIGURE CHILD RS3657		Shop	10/26/15	7 EA	66.50
26186	SKATES, MENS HOCKEY RH952		Shop	10/26/15	91 EA	68.40
26187	SKATES, BOYS HOCKEY RH953		Shop	10/26/15	32 EA	63.65
26188	SKATES, SOFTEC FIGURE CHILD RS3657		Shop	11/18/15	18 EA	66.50
26189	ICE SKATES, SOFTEC FIGURE YOUTH RS3651		Shop	11/18/15	97 EA	71.25
26190	ICE SKATES, SOFTEC LEISURE MEN RH2602		Shop	11/18/15	5 EA	68.40

EXHIBIT B

ICE ARENA CONTROLLED INVENTORY (as of 06.27.2022) - CONTINUED

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
29680	SKATE HOLDER / GRINDING WHEELS		Shop	10/12/20	1 EA	685.00
18389	GLOBE TICKET ISSUEING UNITS	A2291	Ticket Office	01/01/76	2 EA	380.00
19226	SAFE, serial #E441247		Ticket Office	01/01/91	1 EA	188.80
29607	BISSELL POWER STEAMER, 2685A	42799	Utility Room	10/23/20	1 EA	104.99
30082	HANDHELD VACUUM, CORDLESS	30082	Utility Room	10/29/21	1 EA	139.99
30083	HANDHELD VACUUM, CORDLESS	30083	Utility Room	10/29/21	1 EA	139.99
19208	BATTERY CHARGER		Zamboni Room	01/01/91	1 EA	149.50
27584	BATTERY CHARGER, ZAMBONI W BRACKET	34917	Zamboni Room	11/17/17	1 EA	418.56
20021	SATELLITE FOLLOW SPOT	22535		01/01/00	1 EA	2,476.18
24030	MOTION SENSOR, 200 FT DUAL TEC	30961		01/01/11	1 EA	330.00
24586	DISPLAY CASE FOR ICE ARENA			01/01/13	1 EA	1,087.00
27563	CLOCK, PYRAMID 5000 BLACK	34908		12/14/17	1 EA	235.20
	GOAL FRAME DOLLY			12/28/21	1 EA	1,035.24
	TOOL CHEST, 4 DRAWER		Shop	04/12/22	1 EA	218.00
	ICE MAKER, TABLE-TOP	???	Concessions	07/18/18	1 EA	89.88
	BAGGED CHEESE WARMER	???	Concessions	09/19/16	1 EA	394.90

ICE ARENA CAPITAL INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
25397	FIBER CABLE	SYSTEM	Ice	04/15/14	1 EA	20,751.00
17669	FREEZER, REACH IN	32937	Concessions	01/01/12	1 EA	3,151.96
17670	FREEZER, REACH IN	32938	Concessions	01/01/12	1 EA	3,151.96
17328	HDTV VIDEO DISTRIBUTION SYSTEM	SYSTEM	Ice	01/01/10	1 EA	6,996.00
17334	LIGHTING SYSTEM, LASER	30547	Ice	01/01/10	1 EA	21,888.00
14266	SHARPENER, SCC-1 BLADEMASTER MODEL (822)		Shop	01/01/84	1 EA	4,715.00
	SKATE SHARPENER		Shop	12/14/21	1 EA	949.98
	SKATE ADAPTER FOR SKATE SHARPENER		Shop	12/14/21	1 EA	99.99
	SKATE SHARPENER		Shop	11/26/21	1 EA	824.99
	EDGE CHECK FOR SKATE SHARPENER		Shop	11/26/21	1 EA	239.98
17353	SIGNATURE DASHER BOARD SYSTEM	30548	Ice	01/01/10	1 EA	9,525.00
17160	SOUND SYSTEM AT ICE ARENA	SYSTEM	Ice	01/01/09	1 EA	16,970.00
	AED UNIT WITH CABINET		Ice	07/26/19	1 EA	1,579.00
	EDGER, ZAMBONI ELECTRIC 336-E	0157	Zamboni Room		1 EA	

ICE ARENA EQUIPMENT/VEHICLE INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION DESC	
00880	1994 ZAMBONI ICE RESURFACER	VIN 4049	225-343	Zamboni Room
01767	2007 ZAMBONI ICE RESURFACER	VIN 552-8737	225-344	Zamboni Room

EXHIBIT C

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. *(Must sign below whether you answer "yes" or "no".)*

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____. If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business:_____.

(c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name	Name
Address	Address
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege of doing business with the City of Pueblo.

Signed August 5th, 2022.

Pueblo Bolls Hockey Club, Inc

By: Gerald W. Wilhite

Name: [signature]

Title: Owner

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

EXHIBIT D

city of PUEBLO colorado

PUEBLO ICE ARENA

Skaters and spectators understand and agree to the following when entering facility:

- **Skating in a manner that endangers or interferes with other skater's safety or enjoyment is strictly forbidden.**
- Roughness, excessive speeding, skating against the crowd or weaving through other skaters is prohibited.
- Abusive behavior and language will not be tolerated.
- No person is permitted on the ice without skates.
- Children must remain with parents at all times.
- No eating, drinking, or chewing tobacco, is permitted on the ice surface, players benches, penalty boxes, and the locker rooms.
- No horseplay while on the ice or in the lobby. This includes TAG, chain skating, racing, and intentionally sliding; throwing snowballs, hats, or any other items; and kicking or digging holes in the ice surface.
- Skaters are not allowed to carry children on the ice.
- Strollers, wheelchairs, and skate aids are allowed on the ice during public skate sessions when used safely and correctly.
- Guests are not allowed to walk with skates on areas not covered by rubber matting.
- Skaters are not allowed to sit on or climb over dasher boards.
- Hockey sticks and pucks are not allowed on the ice during open skate sessions.
- No one is allowed on the ice while the Zamboni is in operation or before its doors are closed.
- Shooting, passing, stick handling, and use of hockey pucks/balls anywhere other than the ice surface is strictly forbidden. Pucks/balls will be confiscated by management.
- Skateboards, razor scooters, rollerblades & bicycles are not allowed inside the facility.
- No dogs (except Service Animals) or pets of any kind are permitted in the arena.
- Persons who appear to be under the influence of alcohol or other substances are not permitted in the arena.
- All personal property is the owner's responsibility.
- "Pitch In" and deposit all trash in the receptacles provided.
- Smoking or vaping is not allowed on the premises.
- ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.

Pueblo Ice Arena is not responsible for personal injury or loss of or damage to personal property.

As the use of an ice-skating rink and all its facilities have an inherent risk, any participation is totally at the user's own risk.

No responsibility is accepted or undertaken for the well-being of either the user or their property.

The management reserves the right, at their sole discretion, to refuse admission or remove from the premises anyone not abiding by the rules.

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