



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

**MONDAY, MAY 22, 2023
7:00 PM**

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER

President Heather Graham

B. INVOCATION

Pastor Ken Wood, The Avenue Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Recognition Presentation: "2023 Pueblo Civics Bee Champions" - Jack Centner, Addison Scott, Morris Casarez

E2 Proclamation Presentation: "Mental Health Awareness Month - Health Solutions: May 2023" - Jason Chippeaux, CEO

E3 Proclamation Presentation: "Foster Care Awareness Month: May 2023" - Josette Jaramillo, Foster Care Supervisor & Tammy Torres, Director of Pueblo County Department of Human Services

E4 Recognition Presentation: "2022-23 Colorado State Fair Fiesta Queen and Court" - Lexi Williams, Marisa Diaz Bonacquisti, Dulce Soledad Garcia, Kaydence Sandoval

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated May 08, 2023, as distributed.

J1 City Council Minutes May 08, 2023

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 4/12/2023

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$1,090,745.30 to Martin Marietta Materials, Inc., for Project No. 23-067, Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue), setting forth \$163,611.70 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$311,823.05 to A-1 Chipseal Co., for Project No. 23-065, Asphalt Improvements - Cleveland Street & Goodnight Avenue, setting forth \$46,733.95 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding Contract Amendment No. 1 in the amount of \$274,425.05 to A-1 Chipseal Co., for Project No. 23-056, Asphalt Improvements - Regency Crest, setting forth \$27,442.95 for contingencies, and authorizing the Purchasing Agent to execute same
- M4 A Resolution awarding a construction contract in the amount of \$272,852.80 to Tony J Beltramo & Sons, Inc., for Project No. 23-066, Asphalt Improvements - Starlite Drive, setting forth \$40,928.20 for contingencies, and authorizing the Purchasing Agent to execute same
- M5 A Resolution awarding a construction contract in the amount of \$232,828.46 to Castle Rock Construction Company of Colorado, LLC., a Limited Liability Company, for Project No. 23-061, Concrete Improvements - Cleveland Street & Goodnight Avenue, setting forth \$34,924.54 for contingencies, and authorizing the Purchasing Agent to execute same
- M6 A Resolution awarding a construction contract in the amount of \$115,972.41 to Sunland Asphalt & Construction, LLC., a Limited Liability Company, for Project No. 23-064, Miscellaneous Concrete Improvements (CDBG), setting forth \$11,597.59 for contingencies, and authorizing the Purchasing Agent to execute same
- M7 A Resolution authorizing payment in the amount of \$150,000 from Project CI2113 - American Rescue Plan Act for the Streetscape Project Northern - Orman to Elm as authorized by Section 603(C)(1) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6
- M8 A Resolution awarding a construction contract in the amount of \$61,095 to Garcia Concrete, LLC., a Limited Liability Company, for Project No. 23-079, Concrete Improvements - Crane Ridge Drive, setting forth \$9,164 for contingencies, and authorizing the Purchasing Agent to execute same
- M9 A Resolution authorizing the issuance of a revocable permit (REV-23-16) to the Colorado State Fair for the use of the public right-of-way along Small Avenue to Scranton Avenue to Euclid Avenue for the purpose of the annual Colorado State Fair parade.
- M10 A Resolution tabling final action on the petition for the annexation of the area commonly known as the Jackson Ranch Annexation 1, generally located southeast of State Highway 78 and southwest of El Camino subdivision, 17th filing for an additional period of not more

than 180 days through November 23, 2023

- M11 A Resolution tabling final action on the petition for the annexation of the area commonly known as the Jackson Ranch Annexation 2, generally located southeast of State Highway 78 and southwest of El Camino subdivision, 17th filing and south of Jackson Ranch Annexation 1, for an additional period of not more than 180 days through November 23, 2023
- M12 A Resolution tabling final action on the petition for the annexation of the area commonly known as the Jackson Ranch Annexation 3, generally located southeast of State Highway 78 and southwest of El Camino subdivision, 17th filing and south of Jackson Ranch Annexations 1 and 2, for an additional period of not more than 180 days through November 23, 2023
- M13 A Resolution recognizing Police Comfort K-9 Ami is unable to perform as a comfort animal, allowing the City of Pueblo to donate K-9 Ami via an Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not To Sue, Indemnification, and Agreement between the City of Pueblo and Monica Lemmon relating to K-9 Ami, and allowing the Police Department to transfer ownership and liability of K-9 Ami to his current handler
- M14 A Resolution confirming the appointment by the Mayor of Elizabeth Harmes to complete a four-year term expiring August 30, 2026 on the ADA Advisory Committee
- M15 A Resolution confirming the appointment by the Mayor of Heather Norton to complete a four-year term expiring January 1, 2027 on the Historic Preservation Commission

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance transferring \$1,200,000.00 from the Unappropriated Fund Balance of the General Fund to Project No. CIAN23 - Demolition of Unsafe Structures, and budgeting and appropriating \$1,200,000.00 to said project
- N2 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, and authorizing the payment of amounts from Fund No. 226 - Opioid Abatement Settlement, for purposes thereof
- N3 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement and related Facility Use Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Boys and Girls Club of Pueblo County, 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 one hundred and fifty-three thousand one hundred seventy eight dollars (\$153,178) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof
- N4 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo and authorizing the Mayor to execute same
- N5 An Ordinance amending zoning restrictions to rezone the southern portion of lot 2, block 1 Park West Business Campus Filing No. 9, approximately 11.85 acres generally located east of Pueblo Boulevard and south of East Spaulding Avenue from B-3, Highway Arterial Zone District to R-5, Multiple Residential and Office Zone District
- N6 An Ordinance approving the Cottages at Park West Special Area Plan
- N7 An Ordinance approving the Cottages at Park West Subdivision

- N8 An Ordinance vacating a 40-foot utility, drainage, and ingress/egress easement that runs diagonally through parcel B, rearrangement of property boundaries, amended plat, University Park 30th Filing
- N9 An Ordinance approving the University Park Subdivision, 33rd Filing
- N10 An Ordinance approving a Water Main Extension Agreement between the City of Pueblo, a Colorado Municipal Corporation and the Board of Water Works for Pueblo, Colorado for the extension of water mains in W. 18th Street and Newport Avenue and authorizing the Mayor to execute the same
- N11 An Ordinance amending Section 4 of Chapter 2 of Title IX of the Pueblo Municipal Code to bring Cabaret License application requirements in line with standard Liquor License application requirements
- N12 An Ordinance approving a Pueblo Mural Levee Project agreement between the City of Pueblo, a municipal corporation, and Desiree Talmich and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission, approve all the Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for June 12, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Ultimate Performance Sports Training and Rehab in the amount of \$2,000 to sponsor the youth scholarship fund
- Q2 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Goodnight Barn Preservation, Inc in the amount of \$5,000 to sponsor the Chuckwagon Rendezvous on May 20, 2023 at noon at the Goodnight Barn
- Q3 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Colorado Youth Mariachi Program (CYMP) in the amount of \$1,500 to sponsor youth attendance of the Mariachi Los Camperos workshop at UCCS
- Q4 A Resolution awarding an agreement for professional services in the maximum amount of \$10,000 to the Wellman Way LLC for research on future governance structure transition options for the Pueblo Food Project, and authorizing the purchasing agent to execute the same
- Q5 A Resolution authorizing the issuance of a revocable permit to Jim Presents, LLC for the use of Central Main Street between City Center Dr. and Alan Hamel Ave. to host the Colorado Supershow Car Show on Saturday, May 27, 2023

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and accepting a 2023 Colorado Department of Public Safety, Division of Criminal Justice Opioid Grant in the amount of \$164,145 for synthetic opiate poisoning investigation and distribution interdiction, authorizing the Mayor to execute the grant award letter and related documents, establishing project number PS2304, and budgeting and appropriating the grant funds of \$164,145 to said project - *Introduced May*

08, 2023 by Councilor Larry Atencio

- R2 An Ordinance establishing project number PST2306, authorizing the transfer of funds from project number PST2004 to project number PST2306 in the amount of \$150,000, designating a new purpose, that being technology upgrades, and thereby appropriating the use therefore - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R3 An Ordinance establishing project number PST2305, authorizing the transfer of funds from project number PST2004 to project number PST2305 in the amount of \$100,000, designating a new purpose, that being recruitment and retention, and thereby appropriating the use therefore - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R4 An Ordinance approving and accepting a Congressionally Directed Spending (CDS) program award in the amount of \$86,000.00 for a 3D FARO scanner and associated training, establishing project number PS2305, and budgeting and appropriating grant funds of \$86,000.00 to said project - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R5 An Ordinance amending the Fiscal Year 2023 Staffing Ordinance by adding one (1) full-time position to the authorized staffing in the Police Department entitled Abandoned Vehicle Coordinator - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R6 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY2023 Classification and Pay Plan by establishing the pay scale for Abandoned Vehicle Coordinator - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R7 An Ordinance amending the Fiscal Year 2023 Staffing Ordinance by converting a vacant position within the Wastewater Department - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R8 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY 2023 Classification and Pay Plan by establishing the pay scale for Civil Engineer Wastewater - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R9 An Ordinance approving and authorizing the Mayor to execute an assignment, assumption and amendment to the Nurse Navigation Agreement between Pueblo, a Colorado Municipal Corporation, Access2Care, LLC, and Innovative Practices, LLC, and same - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R10 An Ordinance approving a Professional Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Ballard King & Associates Limited, a Colorado Corporation, for services with respect to a Softball Facility Study and related ancillary services, and authorizing the Mayor to execute the same - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R11 An Ordinance approving an Amendment to a Lease and Management Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Bulls Hockey Club, Inc., a Colorado Corporation, to allow the serving of liquor at the Pueblo Ice Arena, and authorizing the Mayor to execute said Amendment - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R12 An Ordinance amending Chapter 2 of Title IV of the Pueblo Municipal Code relating to building regulations and adopting the 2021 International Building Code, the 2021 International Energy Conservation Code, and the 2021 International Existing Building Code, all published by the International Code Council, Inc., and providing penalties and remedies for the violation thereof - *Introduced May 08, 2023 by Councilor Larry Atencio*
- R13 An Ordinance amending Chapter 5 of Title IV of the Pueblo Municipal Code relating to mechanical regulations and adopting the 2021 International Mechanical Code and the

2021 International Fuel Gas Code, both published by the International Code Council, Inc., and providing penalties and remedies for the violation thereof - *Introduced May 08, 2023 by Councilor Larry Atencio*

- R14 An Ordinance amending Chapter 6 of Title IV of the Pueblo Municipal Code relating to building regulations and adopting the 2021 International Residential Code relating to building regulations for one- and two-family dwellings published by the International Code Council, Inc., and providing penalties and remedies for the violation thereof - *Introduced May 08, 2023 by Councilor Larry Atencio*

S. COUNCIL MEMBER CONFLICT OF INTEREST

- S1 An Ordinance extending the term of the current collective bargaining agreement between the City of Pueblo and the International Brotherhood of Police Officers (IBPO) Local 537 for a one (1) year period commencing January 1, 2024, through December 31, 2024. - *Introduced May 08, 2023 by Councilor Larry Atencio*

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MAY 8, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

The meeting was called to order at 7:48 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "APRAXIA AWARENESS DAY: MAY 14, 2023" - CRYSTAL TERRELL AND BRANTLEY GEORGE TERRELL

E2 PROCLAMATION PRESENTATION: "MENTAL WELLNESS AWARENESS DAY: MAY 13, 2023" - MICHELLE HILL, EXECUTIVE DIRECTOR OF FRIENDLY HARBOR AND COURTNEY SLEDGE, PRESIDENT OF NAMI SOUTHEAST COLORADO

F. PUBLIC FORUM

- Elvis Martinez - Ethics/PPD
- Marty Harvey - Ordinance 10352
- Kennie Owens - Good Policy

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW AND APPROVAL OF AGENDA

Councilor Maestri, seconded by Councilor Martinez, moved to approve the agenda as distributed.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

I. READING AND APPROVAL OF MINUTES

I1 CITY COUNCIL MINUTES APRIL 24, 2023

Councilor Flores, seconded by Councilor Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **April 24, 2023** as distributed.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

J. PUBLIC HEARINGS

J1 PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC TESTIMONY AS IT PERTAINS TO THE PUEBLO COUNTY DETENTION CENTER ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 69.90 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF WEST 24TH STREET AND PUEBLO BOULEVARD

Scott Hobson, Acting Director of Planning & Community Development, was sworn in and stated he is familiar with the petition that was filed for annexation of the area commonly known as the Pueblo County Detention Center Annexation. Mr. Hobson answered several questions by Acting City Attorney Bob Jagger regarding the statutory requirements for the annexation petition and whether or not the area being proposed for annexation meets the applicable requirements of the Colorado Revised Statutes §31-12-107 and complies with Section 31-12-104 of the Colorado Municipal Annexation Act of 1965, as amended.

Mr. Hobson reviewed a copy of the annexation plat map and marked the map as Exhibit 1, requesting that the plat map be entered into the record as part of the proceedings for this hearing. So ordered by President Graham.

PUBLIC HEARING:

- Gary Rosso appeared in person to speak in favor of this ordinance

Seeing no one else wished to speak, President Graham closed the public hearing.

K. COUNCIL POLICY MATTERS

K1 PUBLIC FORUM POLICY

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the policy.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None.
Motion Passed 7-0.

L. CONSENT AGENDA

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

M. RESOLUTIONS

M1 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$650,000 FROM HU2201, STREET REHABILITATION - PRAIRIE AVENUE TO CI2108, PRAIRIE AVENUE IMPROVEMENTS PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF \$309,547.27 FROM CI2204, STREET REHABILITATION TO CI2108, PRAIRIE AVENUE IMPROVEMENTS PROJECT, AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$2,511,960.75 TO ARROW ELECTRIC SERVICE, INC., FOR PROJECT NO. 23-058, CONCRETE IMPROVEMENTS PRAIRIE AVENUE, SETTING FORTH \$251,196.08 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15217.

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,558,088.25 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH \$311,618.00 FOR CONTINGENCIES, FOR PROJECT NO. 23-055 (WWAN01) 2023 SMALL MAIN REMOVE AND REPLACE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as 15218.

M3 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$882,538 TO STANDARD CONCRETE, INC., FOR PROJECT NO. 23-025, PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL, SETTING FORTH \$429,004 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15219.

M4 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$793,604.99 TO MARTIN MARIETTA MATERIALS, INC., FOR PROJECT NO. 23-012, STREET IMPROVEMENTS - BALTIMORE AVENUE, SETTING FORTH \$119,040.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15220.

M5 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$711,124.15 TO MARTIN MARIETTA MATERIALS, INC., FOR PROJECT NO. 23-063, ASPHALT IMPROVEMENTS - JOPLIN AVENUE, SETTING FORTH \$71,112.42 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15221.

M6 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$602,574 TO JARCCO CONSTRUCTION LLC., FOR PROJECT NO. 23-054, ARKANSAS RIVER TRAIL PROJECT PHASE 4 - REBID, SETTING FORTH \$234,677.89 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15222.

M7 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$355,895.40 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-062, STREET IMPROVEMENTS - 6TH AVENUE, SETTING FORTH \$53,384.60 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15223.

M8 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$196,667 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-059, ADA CURB RAMPS - PHASE 1 (CDBG), SETTING FORTH \$29,500.05 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15224.

M9 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$93,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF A SKID STEER AND TRAILER FOR THE PUEBLO POLICE DEPARTMENT CODE ENFORCEMENT UNIT, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PAN ACT AND THE U.S. TREASURY FINAL RULE 31 CFR 35.6

This Resolution was assigned as 15225.

M10 A RESOLUTION TRANSFERRING \$43,605.40 FROM PROJECT NO. CD2116 AND \$994.40 FROM PROJECT NO. CD2113, ALL TOGETHER TOTALING \$44,599.80, INTO PROJECT NO. CD2011 FOR THE PURPOSE OF ADA CURB RAMPS AND INFRASTRUCTURE IMPROVEMENTS ON EGAN AVENUE

This Resolution was assigned as 15226.

M11 A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL DESIGN CONSULTING SERVICES BY AND BETWEEN THE CITY OF PUEBLO AND BOHANNAN HUSTON, INC., IN THE AMOUNT OF \$35,675 FOR PROJECT NO. 19-062, UNION AVENUE AND MAIN STREET STREETScape PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15227.

M12 A RESOLUTION TRANSFERRING \$24,039.17 FROM PROJECT NO. CD2217 INTO PROJECT NO. CD2009 FOR THE PURPOSES OF ADA CURB RAMPS AND MISCELLANEOUS INFRASTRUCTURE IMPROVEMENTS AT THE INTERSECTION OF EAST 5TH STREET AND FOUNTAIN AVENUE.

This Resolution was assigned as 15228.

M13 A RESOLUTION AMENDING RESOLUTION 14441 APPOINTING CORRINE

KOEHLER, RON SERNA, AND PAUL WILLUMSTAD TO THE PUEBLO CONSERVANCY DISTRICT TO BE IN ACCORDANCE WITH CRS 37-3-101

This Resolution was assigned as 15229.

M14 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-11) TO THE P.L.A.C.E. (PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE) PROJECT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG EAST 7TH STREET BETWEEN MONUMENT AVENUE AND LA CROSSE AVENUE FOR THE PURPOSE OF FACILITATING A COMMUNITY BLOCK PARTY EVENT

This Resolution was assigned as 15230.

M15 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-17) TO LA GENTE YOUTH SPORTS, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG JUAN MADRID AVENUE BETWEEN EAST 12TH STREET AND EAST 13TH STREET FOR THE PURPOSE OF FACILITATING A SOFTBALL TOURNAMENT

This Resolution was assigned as 15231.

M16 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WAGNER EQUIPMENT CO. ANNEXATION DESCRIBED AS 4.51 ACRES, LOTS 4 AND 5, BICO INDUSTRIAL PARK SUBDIVISION IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTION 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

This Resolution was assigned as 15232.

M17 A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE PUEBLO COUNTY DETENTION CENTER ANNEXATION DESCRIBED AS 69.9 ACRES WEST OF THE INTERSECTION OF WEST 24TH STREET AND PUEBLO BOULEVARD

This Resolution was assigned as 15233.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING A 2023 COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE OPIOID GRANT IN THE AMOUNT OF \$164,145 FOR SYNTHETIC OPIATE POISONING INVESTIGATION AND DISTRIBUTION INTERDICTION, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER PS2304, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$164,145 TO SAID PROJECT

N2 AN ORDINANCE ESTABLISHING PROJECT NUMBER PST2306,

AUTHORIZING THE TRANSFER OF FUNDS FROM PROJECT NUMBER PST2004 TO PROJECT NUMBER PST2306 IN THE AMOUNT OF \$150,000, DESIGNATING A NEW PURPOSE, THAT BEING TECHNOLOGY UPGRADES, AND THEREBY APPROPRIATING THE USE THEREFORE

N3 AN ORDINANCE ESTABLISHING PROJECT NUMBER PST2305, AUTHORIZING THE TRANSFER OF FUNDS FROM PROJECT NUMBER PST2004 TO PROJECT NUMBER PST2305 IN THE AMOUNT OF \$100,000, DESIGNATING A NEW PURPOSE, THAT BEING RECRUITMENT AND RETENTION, AND THEREBY APPROPRIATING THE USE THEREFORE

N4 AN ORDINANCE APPROVING AND ACCEPTING A CONGRESSIONALLY DIRECTED SPENDING (CDS) PROGRAM AWARD IN THE AMOUNT OF \$86,000.00 FOR A 3D FARO SCANNER AND ASSOCIATED TRAINING, ESTABLISHING PROJECT NUMBER PS2305, AND BUDGETING AND APPROPRIATING GRANT FUNDS OF \$86,000.00 TO SAID PROJECT

N5 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (IBPO) LOCAL 537 FOR A ONE (1) YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024.

N6 AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING IN THE POLICE DEPARTMENT ENTITLED ABANDONED VEHICLE COORDINATOR

N7 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR ABANDONED VEHICLE COORDINATOR

N8 AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY CONVERTING A VACANT POSITION WITHIN THE WASTEWATER DEPARTMENT

N9 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR CIVIL ENGINEER WASTEWATER

N10 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ASSIGNMENT, ASSUMPTION AND AMENDMENT TO THE NURSE NAVIGATION AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCESS2CARE, LLC, AND INNOVATIVE PRACTICES, LLC, AND SAME

N11 AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BALLARD KING & ASSOCIATES LIMITED, A COLORADO CORPORATION, FOR SERVICES WITH RESPECT TO A SOFTBALL FACILITY STUDY AND RELATED ANCILLARY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N12 AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, TO ALLOW THE SERVING OF LIQUOR AT THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

N13 AN ORDINANCE AMENDING CHAPTER 2 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL BUILDING CODE, THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE, AND THE 2021 INTERNATIONAL EXISTING BUILDING CODE, ALL PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

N14 AN ORDINANCE AMENDING CHAPTER 5 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO MECHANICAL REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL MECHANICAL CODE AND THE 2021 INTERNATIONAL FUEL GAS CODE, BOTH PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

N15 AN ORDINANCE AMENDING CHAPTER 6 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE RELATING TO BUILDING REGULATIONS FOR ONE- AND TWO-FAMILY DWELLINGS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

O. APPROVAL OF CONSENT AGENDA

Councilor Atencio, seconded by Councilor Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for May 22, 2023, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO CARING FOR COLORADO CENTENNIAL FUND DBA CO CENTENNIAL IN THE AMOUNT OF \$1,000 TO SPONSOR THE PUEBLO YOUTH ACTION COUNCIL

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

Councilor Flores, seconded by Councilor Martinez, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15234.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO MEMORIAL HALL IN THE AMOUNT OF \$5,189 TO SPONSOR THE PUEBLO HAS TALENT EVENTS AT 3 PM ON SUNDAY, MAY 7 AND MAY 21, 2023 AT PUEBLO MEMORIAL HALL

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

- Elvis Martinez appeared in person to speak on this ordinance

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15235.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING GRANT AGREEMENT, FTA G-30, DATED APRIL 5, 2023, RELATING TO AWARD NO. CO-2023-006-00, BETWEEN THE CITY OF PUEBLO, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT

OF \$2,804,939

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10448.**

R2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO CRIME STOPPERS, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF MATCHING THE PAYMENT OF AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) GRANT OF BLACK HILLS ENERGY, A DELAWARE CORPORATION, TO THE "LIGHTS ON FOR SAFETY" PROJECT FOR LOCAL SMALL BUSINESSES

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10449.**

R3 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF \$195,000, ESTABLISHING PROJECT NUMBER CI2319, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$195,000 RELATING TO THE PUEBLO LAND USE CODE PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting

Director of Planning & Community Development.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10450.**

R4 AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GREYHOUND LINES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10451.**

R5 AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY CONVERTING A VACANT POSITION WITHIN THE HUMAN RESOURCES DEPARTMENT

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10452.**

R6 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO COUNTY DETENTION CENTER ANNEXATION TO THE CITY

OF PUEBLO DESCRIBED AS 69.90 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF WEST 24TH STREET AND PUEBLO BOULEVARD

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #A-23-01 dated April 12, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

- Gary Rosso, Assistant County Attorney, appeared in person to speak in favor of this ordinance
- Randy Thurston appeared in person to speak in favor of this ordinance

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

Councilor Atencio, seconded by Councilor Maestri, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, Councilor Maestri, Councilor Winner. **Nays:** President Graham, Councilor Martinez, Councilor Martinez Ortega. Motion Passed 4-3.

This Ordinance was assigned as **10453**.

R7 AN ORDINANCE APPROVING AN ENGAGEMENT LETTER WITH RECHT KORNFELD PC WITH RESPECT TO REPRESENTING THE CITY CLERK AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Bob Jagger, Acting City Attorney.

PUBLIC HEARING:

- Randy Thurston appeared in person to speak against this ordinance

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Maestri, Councilor Winner. Motion Passed 5-2.

This Ordinance was assigned as **10454**.

R8 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON AUGUST 8, 2023 AND DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS A MAIL BALLOT ELECTION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5-3-2 OF THE PUEBLO MUNICIPAL CODE

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

PUBLIC HEARING:

- Randy Thurston appeared in person to speak against this ordinance
- Elvis Martinez appeared in person to speak against this ordinance

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Maestri, Councilor Winner. **Nays:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. Motion Failed 2-5.

R9 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON AUGUST 8, 2023 A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFORE

A staff report and detailed review of the Ordinance was given by Bob Jagger, Acting City Attorney.

PUBLIC HEARING:

- Judalon Smyth appeared in person to speak in favor of this ordinance
- Sharon Scootie appeared in person to speak in favor of this ordinance
- Christine Lucero appeared in person to speak in favor of this ordinance
- Angela Crank appeared in person to speak in favor of this ordinance
- Holly Valvatne appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared in person to speak against this ordinance

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

Councilor Maestri, seconded by Councilor Winner, moved to amend the item to be placed on the general election ballot to be held on November 7, 2023 and to continue the item to the May 22, 2023 agenda.

Roll Call - **Ayes:** President Graham, Councilor Maestri, Councilor Winner. **Nays:** Councilor Atencio, Councilor Flores, Councilor Martinez, Councilor Martinez Ortega. Motion Failed 3-4.

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to approve the Ordinance on Final Presentation. Roll Call - **Ayes:** Councilor Maestri, Councilor Winner. **Nays:** President Graham, Councilor Atencio, Councilor Flores, Councilor Martinez, Councilor Martinez Ortega. Motion Failed 2-5.

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$157,181.50 TO BAHAMAS CONSTRUCTION, INC., FOR PROJECT NO. 23-010, CONCRETE IMPROVEMENTS - NORTHERN AVENUE (PRAIRIE AVE TO I-25) CDBG, SETTING FORTH \$42,817.50 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Councilor Maestri recused herself due to a conflict of interest.

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15236.

T. ADJOURN

The meeting was adjourned at 10:50 p.m.

Respectfully submitted,

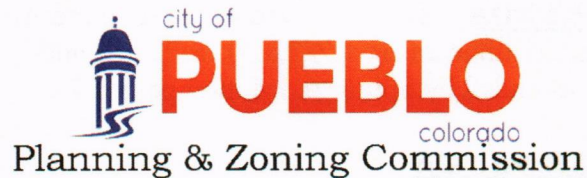
A handwritten signature in black ink, appearing to read 'Marisa Stoller', written in a cursive style.

Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, April 12, 2023 – 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

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to the City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

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; Cindy Capritta, Land Use Technician, Bart Mikitowicz, Sr. Planner.

APPROVAL OF THE AGENDA: Bailey moved to approve the April 12, 2023, agenda with the following amendments, continue cases # Z-22-20, S-22-14, and SAP 23-01 to the May 10, 2023, agenda, motion was seconded by Spinuzzi. Motion passed 7-0.

PUBLIC MEETINGS AND ACTION

1. A-23-01 Pueblo County Detention Center

Discussion: Scott Hobson, Acting Director of Planning and Community Development, provided a Staff Report and answered questions from the Board.

Attorney for Pueblo County, Gary Raso, was present and supported the application. No one spoke in opposition.

Commission Action: Bailey moved to approve the Annexation application, conditioned that the applicant sign the annexation agreement, as provided by Exhibit C. Motion seconded by Spinuzzi.

Motion Passed: 7-0.

REGULAR AGENDA:

Public Hearing:

1. PUD-23-01 1830 El Principio Drive Neighborhood Park Site Plan: PUD Site Plan for a 62,590 sq. ft. neighborhood park, generally located south of El Principio Dr. east of Cuchara Dr. And west of Antonito Way. Staff report by Beritt Odom, Principal Planner.

Principal Planner, Beritt Odom, provided the staff report.

Public Hearing: Applicants Kevin Resnick and Mark Nemger were sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey motioned to approve the application, seconded by Spinuzzi.

Motion Passed: 7 - 0.

2. V-23-03 Vacation: University Park Subdivision, 30th Filing Easement Vacation. Vacation Of a 40-foot Utility, Drainage, and Ingress/Egress Easement in the University Park Subdivision, 30th Filing. Staff report by Beritt Odom, Principal Planner.

Principal Planner Beritt Odom provided Staff Report.

Public Hearing: Applicant, Aaron McLean was sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the application, seconded by Aznar, conditioned Subdivision Plat must be approved along with conditions 1-4.

Motion Passed: 7-0.

3. S-21-13 *Cont'd from March 8, 2023*

Subdivision: University Park Subdivision, 33rd Filing re-subdivision of 2.29 acres into one commercial lot. Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy onramp, westbound. Staff report by Bart Mikitowicz, Senior Planner.

Principal Bart Mikitowicz provided Staff Report.

Public Hearing: Applicant, Aaron McLean spoke in favor of the application and answered questions from the Board.

Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi.

Motion Passed: 7-0.

4. V-23-01 Vacation: Pinion Ridge Commercial Center Subdivision Filing #1, Block 3 Easement Vacation of two 50 ft by 50 ft sections of sidewalk, public access, and utility easements along the western side of Elizabeth Street. Staff report by Wade Broadhead, Sr. Planner.

Beritt Odom provided Staff Report.

Public Hearing: Applicant Guy Madmen (via ZOOM) was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey motioned to recommend application, seconded by Aznar.

Motion Passed: 7-0

5. S-22-11 *Cont'd from March 8, 2023*

Subdivision: QuikTrip 4298 Subdivision, Filing No. 1, A Special Area Plan subdivision of 26 acres into four commercial lots and a Tract. Generally located north of W. Pueblo Blvd. and east of Lake Ave. Staff report by Beritt Odom, Principal Planner.

Beritt Odom provided Staff Report.

Public Hearing: Daniel Chambers was sworn in. He and Aaron McLean spoke in support of the application. Tom Elliott was sworn in and spoke in opposition with concerns on vehicle traffic. Melanie Turner, City of Pueblo Traffic Engineer and Joe Martellaro, City of Pueblo Engineer, provided information and answered questions.

Commission Action: Bailey moved to recommend approval of the application, with staff conditions noted in the staff report and a no vehicular access restriction on the Oakland Ave. and Orman Ave. public rights-of-way; seconded by Aznar.

Motion Passed: 7-0

6. SAP-23-02 Special Area Plan: Quick Trip 4298 Subdivision, Filing No. 1, A Special Area Plan, to allow a private road to provide access to Lots 3 and 4 of the QuikTrip 4298 Subdivision, Filing No. 1. Generally located north of W. Pueblo Blvd. and east of Lake Ave. Staff report by Beritt Odom, Principal Planner.

Discussion: Beritt Odom provided Staff Report. Aaron McLean and Daniel Chambers spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend approval of the application with staff conditions noted in the staff report; seconded by Spinuzzi.

Motion Passed: 7-0

Approval of the March 8, 2023, Minutes: Bailey moved to approve the minutes. Seconded by Aznar.

Meeting Adjourned: 4:40 p.m.

7. Z-22-20 *Cont'd from March 8, 2023, Continue to May 10, 2023*

Rezone: Rezone approximately 3.74 acres from O-1, Neighborhood Office District to R-4, Mixed Residential District, located east of the Village terminus. Staff report by Beritt Odom, Principal Planner.

8. S-22-14 *Cont'd from March 8, 2023, Continue to May 10, 2023*

Subdivision: DFB Subdivision, A Special Area Plan, subdivision of 3.736 acres into five multifamily residential lots. Generally located east of the Village Cir. Terminus. Staff report by Beritt Odom, Principal Planner.

9. SAP-23-01 *Cont'd from March 8, 2023, Continue to May 10, 2023*

Special Area Plan: DFB Subdivision, A Special Area Plan, allowing reduced front yard setbacks adjacent to Village Circle and increasing side-yard setbacks to 10-feet between Lots 4 and 5. Generally located east of the Village Cir. Terminus. Staff report by Beritt Odom, Principal Planner.

Approval of Minutes: March 8, 2023

Bailey moved to approve the minutes, Bailey motioned to approve minutes, seconded by Avalos.

Motion passed: 7 - 0.

Old/New Business:

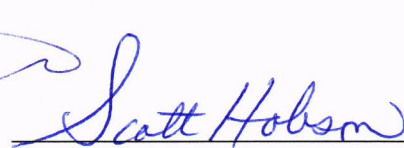
There being no further business the Regular Meeting was adjourned at 4:55 p.m.

Respectfully submitted,

Attest:



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,090,745.30 TO MARTIN MARIETTA MATERIALS, INC., FOR PROJECT NO. 23-067, ASPHALT IMPROVEMENTS - PRAIRIE AVENUE (PUEBLO BOULEVARD TO MESA AVENUE), SETTING FORTH \$163,611.70 FOR CONTINGENCIES, 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. 23-067, Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of asphalt improvements to S. Prairie Avenue between Pueblo Boulevard and Mesa Avenue. This Resolution awards the construction contract to Martin Marietta Materials, Inc.

FINANCIAL IMPLICATIONS:

Funding, in the amount of \$1,254,357 will be paid from Project CI2309 Road and Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-067 Bid Summary

RESOLUTION NO. 15237

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,090,745.30 TO MARTIN MARIETTA MATERIALS, INC., FOR PROJECT NO. 23-067, ASPHALT IMPROVEMENTS - PRAIRIE AVENUE (PUEBLO BOULEVARD TO MESA AVENUE), SETTING FORTH \$163,611.70 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-067, Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue) have been received and examined; and,

WHEREAS, the proposal of Martin Marietta Materials, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-067, Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-067, Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue), to be performed, and the contract for said project is hereby awarded to Martin Marietta Materials, Inc., in the amount of \$1,090,745.30.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$163,611.70

SECTION 4.

Funds for Project No. 23-067 (including contingencies and additional work) shall be from Project CI2309, Road and Street Improvements.

SECTION 5.

The officers 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.

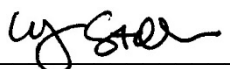
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 23-067 (CI2309)

Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)

RESPONSE DEADLINE: May 10, 2023 at 10:30 am

Report Generated: Wednesday, May 10, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Martin Marietta Materials, Inc.	\$1,090,745.30
Pyramid Construction, Inc.	\$1,121,624.50
Tony J Beltramo & Sons, Inc.	\$1,369,814.75

BASE BID

BASE BID					Martin Marietta Materials, Inc.		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold Mill Planing 2-inch	49215	SY	\$2.28	\$112,210.20	\$2.00	\$98,430.00	\$3.15	\$155,027.25
X	2	Install HMA SX PG 64-28 Asphalt Overlay	5414	TON	\$103.40	\$559,807.60	\$124.00	\$671,336.00	\$113.75	\$615,842.50
X	3	Adjust Stormwater Manholes to Finished Grade	16	EA	\$1,332.00	\$21,312.00	\$228.00	\$3,648.00	\$1,200.00	\$19,200.00

EVALUATION TABULATION

IFB No. 23-067 (CI2309)

Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)

Selected	Line Item	BASE BID			Martin Marietta Materials, Inc.		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Adjust Sanitary Sewer Manholes to Finished Grade	37	EA	\$1,296.00	\$47,952.00	\$228.00	\$8,436.00	\$1,200.00	\$44,400.00
X	5	Adjust Water Valves to Finished Grade	44	EA	\$550.00	\$24,200.00	\$179.00	\$7,876.00	\$300.00	\$13,200.00
X	6	Adjust Survey Boxes to Finished Grade	4	EA	\$550.00	\$2,200.00	\$290.00	\$1,160.00	\$300.00	\$1,200.00
X	7	Install Pavement Markings per City Plan (Tape 4-inch, White)	1488	SF	\$18.50	\$27,528.00	\$18.00	\$26,784.00	\$20.00	\$29,760.00
X	8	Install Pavement Markings per City Plan (Tape 8-inch, White)	764	SF	\$18.50	\$14,134.00	\$29.00	\$22,156.00	\$20.00	\$15,280.00
X	9	Install Pavement Markings per City Plan (Tape 4-inch, Yellow)	5697	SF	\$18.50	\$105,394.50	\$18.00	\$102,546.00	\$20.00	\$113,940.00
X	10	Install Thermoplastic Markings per City Plan (Arrows)	155	SF	\$19.50	\$3,022.50	\$26.50	\$4,107.50	\$16.00	\$2,480.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)

Page 2

EVALUATION TABULATION

IFB No. 23-067 (CI2309)

Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)

BASE BID					Martin Marietta Materials, Inc.		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Install Thermoplastic Markings per City Plan (X-Walk)	2500	SF	\$12.50	\$31,250.00	\$23.00	\$57,500.00	\$14.00	\$35,000.00
X	12	Install Thermoplastic Markings per City Plan (Stop Bars)	755	SF	\$12.50	\$9,437.50	\$23.00	\$17,365.00	\$14.00	\$10,570.00
X	13	Vehicle Towing Allowance	1	EA	\$105.00	\$105.00	\$300.00	\$300.00	\$200.00	\$200.00
X	14	Install Class 6 Base Material (Place and Compact)	20	TON	\$228.35	\$4,567.00	\$149.00	\$2,980.00	\$62.00	\$1,240.00
X	15	Asphalt Patching (3-inches)	500	SF	\$9.50	\$4,750.00	\$3.85	\$1,925.00	\$9.35	\$4,675.00
X	16	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	SF	\$19.25	\$9,625.00	\$4.95	\$2,475.00	\$5.60	\$2,800.00
X	17	Erosion & Sediment Control	1	LS	\$8,655.00	\$8,655.00	\$12,600.00	\$12,600.00	\$2,400.00	\$2,400.00
X	18	Traffic Control	1	LS	\$82,505.00	\$82,505.00	\$30,900.00	\$30,900.00	\$146,000.00	\$146,000.00
X	19	Mobilization	1	LS	\$22,090.00	\$22,090.00	\$49,100.00	\$49,100.00	\$156,600.00	\$156,600.00
Total						\$1,090,745.30		\$1,121,624.50		\$1,369,814.75

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)

Page 3

EVALUATION TABULATION

IFB No. 23-067 (CI2309)

Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Martin Marietta Materials, Inc.	Pyramid Construction, Inc.	RMRM INC Business environments	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	No Response	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass		No Response	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	No Response	Pass
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	No Response	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	No Response	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	No Response	Pass
Has/is this firm or any officer or partner of this firm:				
Convicted of a criminal offense	Pass	Pass	No Response	Pass
Convicted under state or federal statutes	Pass	Pass	No Response	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	No Response	Pass
Failed to perform	Pass	Pass	No Response	Pass
Suspension or Debarment	Pass	Pass	No Response	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)

Page 4

EVALUATION TABULATION

IFB No. 23-067 (CI2309)

Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)

Question Title	Martin Marietta Materials, Inc.	Pyramid Construction, Inc.	RMRM INC Business environments	Tony J Beltramo & Sons, Inc.
Unqualified	Pass	Pass	No Response	Pass
Unlicensed	Pass	Pass	No Response	Pass
Delinquent	Pass	Pass	No Response	Pass
Confirmation		Pass	No Response	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Prairie Avenue (Pueblo Boulevard to Mesa Avenue)



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$311,823.05 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-065, ASPHALT IMPROVEMENTS - CLEVELAND STREET & GOODNIGHT AVENUE, SETTING FORTH \$46,733.95 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to A-1 Chipseal Co., for Project No. 23-065, Asphalt Improvements - Cleveland Street & Goodnight Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of asphalt improvements to Cleveland Street & Goodnight Avenue from Abriendo Avenue to the City Park entrance. This resolution awards the construction contract to A-1 Chipseal Co.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$358,557 will be paid from Project account CI2309 Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-065 Bid Summary

RESOLUTION NO. 15238

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$311,823.05 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-065, ASPHALT IMPROVEMENTS - CLEVELAND STREET & GOODNIGHT AVENUE, SETTING FORTH \$46,733.95 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-065, Asphalt Improvements - Cleveland Street & Goodnight Avenue have been received and examined; and,

WHEREAS, the proposal of A-1 Chipseal Co., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-065, Asphalt Improvements - Cleveland Street & Goodnight Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-065, Asphalt Improvements - Cleveland Street & Goodnight Avenue, to be performed, and the contract for said project is hereby awarded to A-1 Chipseal Co., in the amount of \$311,823.05.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$46,733.95

SECTION 4.

Funds for Project No. 23-065 (including contingencies and additional work) shall be from Project account CI2309, Road & Street Repairs.

SECTION 5.

The officers 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.

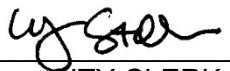
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 23-065 (CI2309)
Asphalt Improvements - Cleveland Street & Goodnight Avenue
RESPONSE DEADLINE: April 28, 2023 at 10:30 am
Report Generated: Friday, April 28, 2023

SELECTED VENDOR TOTALS

Vendor	Total
A-1 Chipseal Co.	\$311,823.05

BASE BID

Selected	Line Item	BASE BID			A-1 Chipseal Co.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Asphalt Crack Sealing	750	LBS	\$2.95	\$2,212.50
X	2	Infrared Asphalt Repair	3	EA	\$225.00	\$675.00
X	3	Remove Asphalt Roadway	500	SF	\$13.00	\$6,500.00
X	4	Install Class 6 Base Material(Place and Compact)	10	TON	\$300.00	\$3,000.00
X	5	Asphalt Patching 3-Inch HMA PG 64-22	500	SF	\$16.00	\$8,000.00
X	6	1/4" Asphalt Chip Seal	28695	SY	\$7.45	\$213,777.75
X	7	Vehicle Towing Allowance	1	EA	\$300.00	\$300.00

EVALUATION TABULATION

IFB No. 23-065 (CI2309)

Asphalt Improvements - Cleveland Street & Goodnight Avenue

Selected	Line Item	BASE BID			A-1 Chipseal Co.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	8	Install Pavement Markings per City Plan (White) Epoxy	5873	SF	\$3.80	\$22,317.40
X	9	Install Pavement Markings Per City Plan (Yellow) Epoxy	888	SF	\$3.80	\$3,374.40
X	10	Install Thermoplastic Markings per City plan (Arrows)	27	SF	\$22.00	\$594.00
X	11	Install Thermoplastic Marking's per City Plan (X-Walk)	280	SF	\$17.00	\$4,760.00
X	12	Install Thermoplastic Markings per City Plan (Bike Lane Symbol)	408	SF	\$26.50	\$10,812.00
X	13	Erosion and Sediment Control	1	LS	\$500.00	\$500.00
X	14	Traffic Control	1	LS	\$15,000.00	\$15,000.00
X	15	Mobilization	1	LS	\$20,000.00	\$20,000.00
Total						\$311,823.05

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A-1 Chipseal Co.
BID GUARANTEE	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass
ACKNOWLEDGEMENTS	
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Cleveland Street & Goodnight Avenue

Page 2

EVALUATION TABULATION

IFB No. 23-065 (CI2309)

Asphalt Improvements - Cleveland Street & Goodnight Avenue

Question Title	A-1 Chipseal Co.
PERFORMANCE OF WORK REQUIREMENT:	Pass
COLORADO LABOR REQUIREMENT:	Pass
SALES AND/OR USE TAX INFORMATION	Pass
Has/is this firm or any officer or partner of this firm:	
Convicted of a criminal offense	Pass
Convicted under state or federal statutes	Pass
Convicted under state or federal antitrust statutes	Pass
Failed to perform	Pass
Suspension or Debarment	Pass
Unqualified	Pass
Unlicensed	Pass
Delinquent	Pass
Confirmation	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Cleveland Street & Goodnight Avenue

Page 3



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$274,425.05 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-056, ASPHALT IMPROVEMENTS - REGENCY CREST, SETTING FORTH \$27,442.95 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards Contract Amendment No. 1 in the amount of \$274,425.05 to A-1 Chipseal Co., for Project No. 23-056 Asphalt Improvements - Regency Crest, and setting forth \$27,442.95 for contingencies on the additional work.

PREVIOUS COUNCIL ACTION:

Resolution 15187, dated April 10, 2023, awards a construction contract to A-1 Chipseal Co., for Project No. 23-056 Asphalt Improvements - Regency Crest.

BACKGROUND:

The original project, awarded to A-1 Chipseal Co., consisted of asphalt repairs, crack sealing, mastic sealing, infrared sealing and 1/4" asphalt chip seal in the Regency Crest Neighborhood. Funds in the amount of \$40,812.60 were initially awarded as contingencies for this project. Additional similar work is required on Troy Avenue and Rawlings Boulevard. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount and the contingency allocation on the contract previously awarded to A-1 Chipseal Co.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$301,868.00 will be paid from account CI2309, Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work on Troy Avenue and Rawlings Boulevard.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-056 Contract Documents Asphalt Improvements-Regency Crest
2. 22-056 Amendment No 1 - A-1 Chipseal Co - Asphalt Improvements Regency Crest
3. Amendment No. 1 - Exhibit 1

RESOLUTION NO. 15239

A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1
IN THE AMOUNT OF \$274,425.05 TO A-1 CHIPSEAL CO., FOR
PROJECT NO. 23-056, ASPHALT IMPROVEMENTS - REGENCY
CREST, SETTING FORTH \$27,442.95 FOR CONTINGENCIES,
AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE
SAME

WHEREAS, a construction contract was awarded to A-1 Chipseal Co., under Contract
Number 23-056; and,

WHEREAS, additional work is requested to repair the asphalt on Troy Avenue and
Rawlings Boulevard; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Contract Amendment No. 1 to the Construction Contract for Asphalt Improvements
- Regency Crest with A-1 Chipseal Co., Project No. 23-056, project in the amount of
\$274,425.05 is for additional street repair on Troy Avenue and Rawlings Boulevard.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$27,442.95

SECTION 4.

Funds for Project 23-056 shall be from Project No. C12309, Road & Street Repairs.

SECTION 5.

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

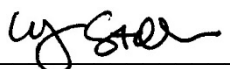
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 26th day of April, 2023, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and A-1 Chipseal Co., a Colorado Corporation, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: 23-056 (CI2309)
Bid Name: Asphalt Improvements - Regency Crest

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

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

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Contract (This Instrument)
Performance Bond
Payment Bond
Notice to Proceed
Notice of Award
Contractor's Proposal
Invitation For Bids

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.
6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

(Contract Agreement – Page 2)

7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.
8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
9. This Contract may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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



A-1 CHIPSEAL CO.

By *Josh Krueger*
Josh Krueger

Title Vice President

PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By *Naomi Hedden by DK*
68FEDE99C2484B51
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
Marisa Stoller
7C02EB0FE0C9D43C
Marisa Stoller, City Clerk



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

DocuSigned by:
Alexandra Romero
CAF4752363A94D6
Alexandra Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:
Robert Jagger
502480B6E5F624C8
Dan Kogovsek, City Attorney
Robert P. Jagger

Copy - Original on File at Purchasing Department

PERFORMANCE BOND

Bond Number 30189337

KNOW ALL MEN BY THESE PRESENTS:

That we A-1 Chipseal Co., a Colorado Corporation, hereinafter called "Principal" and
Western Surety Company

Surety

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

Two Hundred Seventy Two Thousand Eighty Two Dollars and 40/100----- (\$272,082.40)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the City, dated the 26th day of April, 2023, a copy of which is hereto attached and made a part hereof
for the construction of:

Bid No.: 23-056 (CI2309)
Bid Name: Asphalt Improvements - Regency Crest

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

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

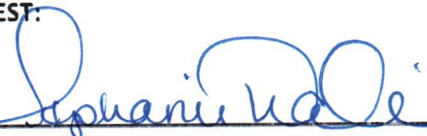
PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

{Performance Bond – Page 2}

IN WITNESS WHEREOF, this instrument is executed the 27th day of April, 2023.

ATTEST:

By 
Principal Secretary
Stephanie Wallis



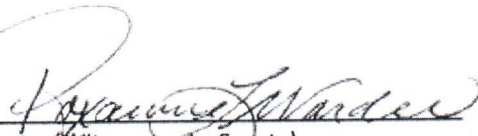
By 
(Witness as to Principal)

2505 E. 74th Avenue, Denver, CO 80229
(Address)

ATTEST:

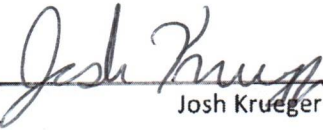
By N/A
(Surety) Attorney-In-Fact

(SEAL)

By 
(Witness as to Surety)

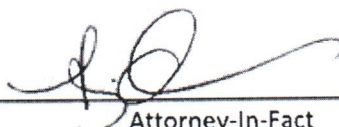
8055 E. Tufts Avenue, #1000, Denver, CO 80237
(Address)

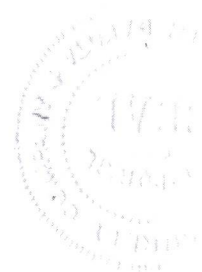
A-1 CHIPSEAL CO.

By 
Josh Krueger
Title Vice President

2505 E. 74th Avenue, Denver, CO 80229
(Address)

Western Surety Company
Surety

By 
Attorney-In-Fact
Elizabeth Ostblom
151 N. Franklin Street, Chicago, IL 60606
(Address)



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

Copy - Original on File at Purchasing Department

PAYMENT BONDBond Number 30189337

KNOW ALL MEN BY THESE PRESENTS:

That we A-1 Chipseal Co., a Colorado Corporation, hereinafter called "Principal" and

Western Surety Company

Surety

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

Two Hundred Seventy Two Thousand Eighty Two Dollars and 40/100----- (\$272,082.40)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the City, dated the 26th day of April, 2023, a copy of which is hereto attached and made a part hereof
for the construction of:

Bid No.: 23-056 (CI2309)
Bid Name: Asphalt Improvements - Regency Crest

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

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

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

(Signature Page Follows)

(Payment Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed the 27th day of April, 2023.

ATTEST:



A-1 CHIPSEAL CO.

By Josh Krueger
Josh Krueger
Title Vice President

2505 E. 74th Avenue, Denver, CO 80229

(Address)

By Chibseal Pederson
(Witness as to Principal)

2505 E. 74th Avenue, Denver, CO 80229

(Address)

Western Surety Company

Surety

ATTEST:

By N/A
(Surety) Attorney-In-Fact

(SEAL)

By Ryan L. Hansen
(Witness as to Surety)

8055 E. Tufts Avenue, #1000, Denver, CO 80237

(Address)

By Elizabeth Ostblom
Attorney-In-Fact
Elizabeth Ostblom
151 N. Franklin Street, Chicago, IL 60606
(Address)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggestad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Vice President

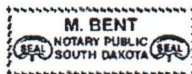
State of South Dakota
County of Minnehaha

} ss

On this 22nd day of December, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of April, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NOTICE TO PROCEED

May 10, 2023

A-1 Chipseal Co.
2505 E. 74th Ave.
Denver, CO 80229

Ref: Bid No: 23-056 (CI2309)
Bid Name: Asphalt Improvements - Regency Crest

You are hereby authorized to proceed on May 22, 2023, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Proposal may now be cancelled by your Surety.

Sincerely,

DocuSigned by:

418AB0234B8D4D5...
Andrew E. Hayes, P.E.
Director of Public Works

NOTICE OF AWARD

April 13, 2023

A-1 Chipseal Co.
2505 E. 74th Ave.
Denver, CO 80229

Ref: Bid No: 23-056 (CI2309)
Bid Name: Asphalt Improvements - Regency Crest

The City of Pueblo hereby accepts your proposal submitted on March 29, 2023, for the construction of the referenced project. It appears that your proposal in the amount of \$272,082.40 for the Total Base Bid, is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance Bonds, within ten (10) business days from and including the date of this notice.

The Proposal Guaranty submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Proposal Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Sincerely,



Naomi C. Hedden
Director of Purchasing



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

PROPOSAL DOCUMENT REPORT

IFB No. 23-056 (CI2309)

Asphalt Improvements - Regency Crest

RESPONSE DEADLINE: March 29, 2023 at 10:30 am

Report Generated: Tuesday, April 4, 2023

A-1 Chipseal Co. Proposal

CONTACT INFORMATION

Company:

A-1 Chipseal Co.

Email:

jaimew@asphaltrepair.com

Contact:

Jaime Walton

Address:

2505 E. 74th Ave.
DENVER, CO 80229

Phone:

(303) 591-6264

Website:

www.a-1chipseal.com

Submission Date:

Mar 29, 2023 8:57 AM

PROPOSAL DOCUMENT REPORT
IFB No. 23-056 (CI2309)
Asphalt Improvements - Regency Crest

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. BID GUARANTEE*

Pass

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department

230 S. Mechanic Street

Pueblo, CO 81003

The Bid Number and Name must be listed clearly on the outside of the envelope.

- [Bid_Bond.pdf](#)

Pueblo_Bid_Bond.pdf

2. CONFIRMATION OF UNDERSTANDING AND OFFER*

Pass

PROPOSAL DOCUMENT REPORT
IFB No. 23-056 (CI2309)
Asphalt Improvements - Regency Crest

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal. Confirmation must be made by an agent who is legally authorized to bind the company.

By confirming below Bidder hereby proposes to furnish all labor, materials, tools, equipment, and all utility transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 60 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

PROPOSAL DOCUMENT REPORT
IFB No. 23-056 (CI2309)
Asphalt Improvements - Regency Crest

Confirmed

3. NAME, TITLE, and CONTACT INFORMATION*

Pass

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

Josh Krueger, Vice President, 303-464-9267, jkrueger@a-1chipseal.com

4. ACKNOWLEDGEMENTS

AFFIRMATIVE ACTION PLAN REQUIREMENT:*

Pass

In accordance with [LABOR PROVISIONS](#), Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

Confirmed

COLORADO LABOR REQUIREMENT:*

Pass

PROPOSAL DOCUMENT REPORT
IFB No. 23-056 (CI2309)
Asphalt Improvements - Regency Crest

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in [GENERAL PROVISIONS](#), CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

SALES AND/OR USE TAX INFORMATION*

Pass

CITY OF PUEBLO SALES OR USE TAX –

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

STATE OF COLORADO SALES OR USE TAX –

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

PUEBLO COUNTY SALES OR USE TAX –

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

Confirmed

PROPOSAL DOCUMENT REPORT
IFB No. 23-056 (CI2309)
Asphalt Improvements - Regency Crest

5. Has/is this firm or any officer or partner of this firm:

CONVICTED OF A CRIMINAL OFFENSE*

Pass

Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?

No

CONVICTED UNDER STATE OR FEDERAL STATUTES*

Pass

Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

No

CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES*

Pass

Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

No

FAILED TO PERFORM*

Pass

Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years?

PROPOSAL DOCUMENT REPORT
IFB No. 23-056 (CI2309)
Asphalt Improvements - Regency Crest

No

SUSPENSION OR DEBARMENT*

Pass

Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?

No

UNQUALIFIED*

Pass

Unqualified or financially unable to timely perform the work?

No

UNLICENSED *

Pass

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

No

DELINQUENT*

Pass

Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

No

PROPOSAL DOCUMENT REPORT

IFB No. 23-056 (CI2309)

Asphalt Improvements - Regency Crest

CONFIRMATION *

Pass

By acknowledging and confirming below Bidder affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Bidder's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

Confirmed

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crack Sealing	500	Lbs	\$2.95	\$1,475.00
2	Infrared Asphalt Repair	6	EA	\$225.00	\$1,350.00
3	Mastic Patching	1,000	Lbs	\$3.65	\$3,650.00
4	Remove Asphalt Roadway	1,000	SF	\$13.00	\$13,000.00
5	Install Class 6 Base Material (Place and Compact)	50	Ton	\$300.00	\$15,000.00
6	Asphalt Patching 3 inch HMA PG 64-22	1,000	SF	\$16.00	\$16,000.00
7	1/4" Asphalt Chip Seal	43,404	SY	\$4.35	\$188,807.40
8	Vehicle Towing Allowance	1	EA	\$300.00	\$300.00

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Asphalt Improvements - Regency Crest

Page 8

PROPOSAL DOCUMENT REPORT

IFB No. 23-056 (CI2309)

Asphalt Improvements - Regency Crest

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Erosion and Sediment Control	1	LS	\$500.00	\$500.00
10	Traffic Control	1	LS	\$17,000.00	\$17,000.00
11	Mobilization	1	LS	\$15,000.00	\$15,000.00
TOTAL					\$272,082.40

BID BOND**KNOW ALL MEN BY THESE PRESENTS:**

That A-1 Chipseal Company
of, 2505 E. 74th Avenue, Denver, CO 80229, as Principal,
and Western Surety Company, as Surety, are held and
firmly bound unto the City of Pueblo, Colorado, as Obligee, in the full and just sum of
Five Percent of Amount Bid--- Dollars
(\$ --5%--), lawful money of the United States, for the payment of which
sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid dated March 29th, 2023, for:

Bid No.: 23-056 (CI2309)

Bid Name: Asphalt Improvements - Regency Crest

and said Obligee has required as a condition for receiving said bid that the Principal deposit specified Bid Guaranty in the amount of not less than five percent (5%) of the amount of said proposal, conditioned that in event of failure of the Principal to execute the Contract Agreement for such construction and furnish required Payment and Performance Bonds if the Contract is awarded them, that said sum be paid immediately to the Obligee as liquidated damages and not as penalty for the Principal's failure to perform.

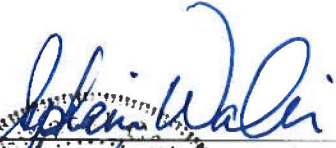
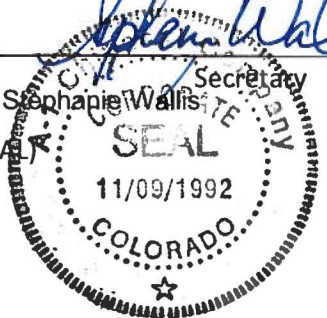
The condition of this obligation is such that if the aforesaid Principal, shall within the period specified therefore, on the prescribed form presented to them for signature, enter into a written Contract Agreement with the Obligee in accordance with their bid as accepted, and give required Payment and Performance Bonds with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein as liquidated damages, and not as penalty in the event the Principal fails to enter into said Contract and give such Payment and Performance Bonds within the time specified, then the obligation shall be null and void, otherwise to remain in full force and effect.

(Signature Page Follows)

(Bid Bond)

Signed, sealed and delivered this 29th day of March, 2023.

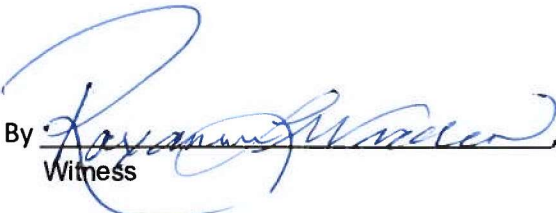
ATTEST:

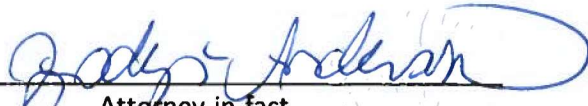
By 
Stephanie Wallis Secretary
(SEAL) 

A-1 Chip Seal Company
By: 
Principal

By Western Surety Company
Surety

ATTEST:

By 
Witness
(SEAL)

By 
Attorney-in-fact
Jody L. Anderson

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggstad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Individually

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- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

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In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

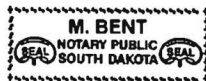
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of March, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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PUBLIC IMPROVEMENT INVITATION FOR BID

23-056 (CI2309)

ASPHALT IMPROVEMENTS - REGENCY CREST

City of Pueblo
230 S. Mechanic St.
Pueblo, CO 81003

RELEASE DATE: March 14, 2023

DEADLINE FOR QUESTIONS: March 24, 2023, 4:00 pm

RESPONSE DEADLINE: March 29, 2023, 10:30 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/pueblo>

City of Pueblo
PUBLIC IMPROVEMENT INVITATION FOR BID
Asphalt Improvements - Regency Crest

I. ADVERTISEMENT FOR BIDS.....

II. INTRODUCTION

III. SPECIAL PROVISIONS

IV. LABOR PROVISIONS

V. GENERAL PROVISIONS

VI. VENDOR SUBMISSIONS.....

VII. PRICING TABLE.....

Attachments:

- A - Sample Contract Documents
- B - Licensing and Sales Tax Information
- C - Chip Seal Specifications
- D - 23-056 ASPHALT IMPROVEMENTS - REGENCY CREST - ISSUED FOR BID DRAWINGS 3-14-23

Public Improvement Invitation for Bid #23-056 (CI2309)
Title: Asphalt Improvements - Regency Crest

1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:30 am (MT) on Wednesday, March 29, 2023 for the following project. Bids must be submitted electronically through the OpenGov portal which may be accessed via the City of Pueblo Purchasing Department website at www.pueblo.us/purchasing or at <https://procurement.opengov.com/portal/pueblo>.

BID NO.: 23-056 (CI2309)

BID NAME: Asphalt Improvements - Regency Crest

PRE-BID MEETING: Tuesday, March 21, 2023 at 10:30 am (MT). Meeting will be held at the Department of Public Works Conference Room, 211 E. D Street, Pueblo, CO 81003. Bidders may attend in person or online via Zoom.

In general, this project will consist of asphalt repairs, crack sealing, mastic sealing, infrared sealing and 1/4" asphalt chip sealing in the Regency Crest Neighborhood in Pueblo, Colorado, as detailed in the plans and specifications for this project.

Bidders shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their bid. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation. If a pre-bid meeting is held, Bidders should make every effort to attend. If the pre-bid meeting is **mandatory** and the Bidders cannot attend, it is imperative that someone else attend as a representative of the company, otherwise, their bid will not be accepted at the time of bid opening.

Invitation for Bid (IFB) documents (including plans and specifications) can be obtained via the City Purchasing Department website at www.pueblo.us/purchasing or the OpenGov portal at <https://procurement.opengov.com/portal/pueblo>. **Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options.** It is the Bidders' sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidders' failure to follow this requirement.

Addenda will be posted on the OpenGov portal which may be accessed via the City Purchasing Department website or at <https://procurement.opengov.com/portal/pueblo>. **It is the bidder's responsibility to verify whether any addenda were issued.**

Bidders must follow the submittal procedures outlined in the documents. The City reserves the right to reject any or all bids for any or all items covered in the Invitation for Bid, to waive informalities or defects in bids, or to accept such bids as it shall deem to be in its best interest.

Published: Tuesday, March 14, 2023 in The Pueblo Chieftain Newspaper

Public Improvement Invitation for Bid #23-056 (CI2309)
Title: Asphalt Improvements - Regency Crest

2. INTRODUCTION

2.1. [Summary](#)

Asphalt Repairs, Crack Sealing, Mastic Sealing, Infrared Sealing and 1/4" Asphalt Chip Sealing located in the Regency Crest Neighborhood, City of Pueblo, Pueblo Colorado.

2.2. [Contact Information](#)

Purchasing Department

-
230 S Mechanic Street
Pueblo, CO 81003
Email: bidinfo@pueblo.us
Phone: [\(719\) 553-2350](tel:(719)553-2350)

Department:
Public Works

2.3. [Timeline](#)

Advertisement/Release Project Date	March 14, 2023
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Public Improvement Invitation for Bid #23-056 (CI2309)
Title: Asphalt Improvements - Regency Crest

Pre-Bid Meeting (Non-Mandatory)	March 21, 2023, 10:30am In-Person Public Works Department Conference Room 211 E. D St. Pueblo, CO 81003 or Via Zoom Public Works is inviting you to a scheduled Zoom meeting. Topic: 23-056 Asphalt Improvements - Regency Crest (Pre-Bid Meeting) Time: Mar 21, 2023 10:30 AM Mountain Time (US and Canada) Join Zoom Meeting https://pueblo.zoom.us/j/86882068392 Meeting ID: 868 8206 8392 Passcode: 724230 One tap mobile +17193594580,,86882068392#,,,,*724230# US +16694449171,,86882068392#,,,,*724230# US Dial by your location +1 719 359 4580 US +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 876 9923 US (New York) +1 646 931 3860 US +1 689 278 1000 US +1 301 715 8592 US (Washington DC) +1 305 224 1968 US
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Public Improvement Invitation for Bid #23-056 (CI2309)
Title: Asphalt Improvements - Regency Crest

	Meeting ID: 868 8206 8392 Passcode: 724230 Find your local number: https://pueblo.zoom.us/j/kleMOds0v
Question Submission Deadline	March 24, 2023, 4:00pm
Bid Opening	March 29, 2023, 10:30am

3. SPECIAL PROVISIONS

3.1. GENERAL INSTRUCTIONS

All specifications included in the Special Provisions shall have precedence over and will govern in the event of a conflict with other sections contained in this document.

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Failure to do so will not relieve a Bidder from any obligation or responsibility to understand and comply with all requirements and conditions for this project.

Downloaded plans/drawings must be printed as “Actual Size”; scaling is NOT correct when printed using other options. It is the Bidder’s sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder’s failure to follow this requirement.

Each bid must be accompanied by a certified check, cashier's check, money order or bid bond in the amount of five (5) percent of the grand total bid, plus all alternates if applicable, payable to the City of Pueblo as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bonds within ten (10) days from the date of the Notice of Award.

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

All bids must be received at the City’s Purchasing Department before the time specified. Only bids that are made out upon the City-prepared forms will be considered.

3.2. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

The [Standard Construction Specifications and Standard Details for Pueblo, Colorado](#), adopted April 11, 2022, and as most recently amended, shall control the construction and quality of materials for this project except where specifically modified by the Special Provisions. Unless specifically modified by the Special Provisions, the Standard Construction Specifications and Standard Details shall control with respect to any inconsistencies with the Plans. The Standard Construction Specifications and Standard Details are not included in this bid package but are available on the City of Pueblo’s website at <https://www.pueblo.us/475/2022-Construction-Standards>. By submitting a bid, the Contractor acknowledges possession of a copy of said document.

3.3. SPECIFICATION LANGUAGE

Specifications may be written in abbreviated style with incomplete sentences. Omission of words such as “The General Contractor shall”, “Conforming to”, “shall be”, etc., are intentional; omitted words shall be supplied by inference. Where words “approved”, “satisfactory”, “directed”, “submitted”, etc., are used it shall be assumed that the words “Project Manager” follows, such as “approved by the Project Manager”.

3.4. DEFINITION OF ENGINEER

The term “Engineer” as used in Sections GENERAL PROVISIONS Authority of Engineer (a) and (b), of GENERAL PROVISIONS, shall mean the City Engineer with respect to all questions relating to the conformance of the work with the technical requirements of the plans and specifications, interpretation of the technical requirements of the plans and specifications, and with respect to the rejection of work and materials which do not conform. With respect to all other uses of the term “Engineer” in Section GENERAL PROVISIONS Authority of Engineer, the term shall mean the Director of Public Works. In Sections **TERMINATION FOR CAUSE, FINAL ACCEPTANCE OF THE WORK, COMMENCEMENT AND COMPLETION OF WORK and UNCORRECTED WORK** of GENERAL PROVISIONS, all references to Engineer shall mean the Director of Public Works. All other references to Engineer in GENERAL PROVISIONS not specifically addressed in this section shall mean the City Engineer.

3.5. APPROVED EQUAL

An approved equal, where noted, may be considered by the City. For consideration as an approved equal, a complete manufacturer’s submittal must be presented to the Project Manager at or before the pre-bid meeting. If approved, an addendum will be issued that lists all approved equal products or materials. No other products or materials will be considered.

3.6. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Friday, March 24, 2023 at 4:00 pm (MT).

3.7. PREPAYMENT OF CITY SALES AND USE TAX

(This section applies only to public improvement construction projects \$1,000,000 and over.)

The Contractor shall make application for, and prepayment of, City sales and use tax on the estimated percentage basis being forty percent (40%) of the total Project bid as awarded, including Base Bid plus those Alternates selected. Application and prepayment shall be made within fourteen (14) days of the date authorized to proceed with construction of the Project as set forth in the Notice to Proceed. All applications and prepayments shall be coordinated directly with City’s Division of Sales and Use Tax, Attention: Tax Audit Manager, 1 City Hall Place, Pueblo, Colorado 81003.

Finance Department policy sets the threshold at \$1,000,000. Any contractual obligations below this amount will not generally be required to make a pre-payment of Use Tax.

3.8. PERA LIABILITY

Contractor 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.

Awarded Contractor will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at <https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form> and is included by reference in this Contract.

3.9. CONTRACTOR EVALUATION

Pursuant to Ordinance No. 6510, dated February 14, 2000, the Department of Public Works shall evaluate the performance of Contractor using the Contractor/Consultant Satisfaction Program form. This form is available to view at <https://www.pueblo.us/1737/Information> and is included by reference in this Contract. The evaluation shall be utilized to review Contractor performance, increase communication, and foster positive business relationships. Evaluation shall also record documentation of Contractor's overall performance. Material failure to perform in accordance with the terms of one or more contracts, or materially unsatisfactory performance of one or more contracts, may be justification for disqualifying future bids by Contractor.

3.10. SITE INVESTIGATION

By submitting a bid, Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this Contract. Failure by Contractor to acquaint themselves with all the available information concerning these conditions will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

3.11. PRE-CONSTRUCTION CONFERENCE

The Contractor shall attend a pre-construction conference with the Project Manager, City employees, representatives of the utility companies, and/or other interested parties prior to any construction.

Preconstruction meeting will be scheduled 7-10 days after notice of award is issued.

Documents Required to be submitted at Pre-Construction Conference

- Contractor's Organization Chart with 24-hour contact information
- Schedule
- Traffic Control Plan
- Material Submittals

3.12. SAFETY REGULATIONS

The Contractor shall be aware of and shall comply with all State and Federal Safety regulations which are applicable to the work included under this Contract. Enforcement will be by the proper State and Federal regulatory agencies.

If any construction activity is deemed to be unsafe for inspection, Contractor shall, upon notification, discontinue work until the deficiencies are corrected and the job can be properly inspected.

3.13. EMERGENCY REPAIR OR PROTECTIVE WORK BY THE CITY OF PUEBLO

As referenced in Sections PROTECTION OF THE PUBLIC, WORK, AND PROPERTY and ACCIDENT PREVENTION of the [GENERAL PROVISIONS](#) , it is the Contractor's responsibility to provide adequate barricades, protective devices and safety measures, and to employ other precautionary means for the adequate protection of the public, the work, and public/private property from injury or loss. Should the City become aware of any condition or circumstance arising from the work, or with respect to any excavation or areas disturbed by Contractor which, in the opinion of the Project Manager, creates or results in any imminent or unreasonable risk to the health/safety of the public or to public/private property, the City may undertake emergency work or repairs. Such work may include, by way of illustration, provision of barricades, traffic control devices or flagmen, deployment or warning signs, repair of lines under construction, repair of collapsed excavations or sinkholes, placement of sandbags or dams, and other emergency efforts. The determination of the necessity during the construction and warranty periods for the City to do any such emergency work or repairs shall rest entirely with the Project Manager. The cost of emergency work done by the City, including the actual cost of labor, equipment, and materials, plus 100 percent, shall be deducted from any amounts otherwise owed to Contractor, or may be invoiced to Contractor, or the same amount shall be recovered from Contractor's performance bond.

3.14. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

The Contractor shall provide the name, address and phone number of a representative who may be reached at any time during the life of the Contract regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the Project Manager.

3.15. DUST PREVENTION

During construction and until final acceptance by the Project Manager, Contractor shall be responsible for controlling dust emissions in the construction area. No earthwork activities shall be performed when the wind speed exceeds thirty (30) miles per hour. All fill areas shall be compacted on a daily basis to 95% minimum compaction. Any mud or dirt carry out onto paved surfaces shall be cleaned up on a daily basis. Contractor shall promptly comply with all directives from the Project Manager relating to dust control. If Contractor fails to comply or provide adequate means to control dust, a stop-work order will be issued until the problem is corrected.

3.16. SITE RESTORATION AND CLEANUP

Contractor shall maintain and/or repair any damage done to all existing properties, public or private, adjacent to site improvements. In general, disturbed areas shall be replaced to the lines, grades, thickness, and like materials of the existing conditions unless otherwise stated on the plans. Restoration shall be consistent with that of areas adjacent to the limits of construction.

Site restoration and cleanup will not be measured or paid separately but shall be included in the unit prices for each bid item. Partial payments will not be made on any bid item until the restoration and cleanup associated with that item is satisfactorily complete and acceptable to the Project Manager.

3.17. UTILITY LOCATIONS

The accuracy of information furnished in regard to underground utilities is not guaranteed. The utility locations are approximate and may not include all utilities. Contractor shall determine the exact location of all utilities before commencing work. Contractor shall be fully responsible for any damage which might occur due to Contractor's failure to locate and protect all utilities. Contractor shall repair or have repaired, at no cost to the City, any damage to utilities.

Existing utilities include gas, water, service lines, meters, meter cans, buried telephone cables, buried power lines, pedestals, utility poles, sanitary sewer, manholes and services, and any other existing utility.

3.18. ABANDONED UTILITIES

If during construction an abandoned utility is encountered Contractor shall contact and coordinate with the Project Manager to arrange for the removal of the utility. If Contractor elects to remove the utility without contacting the Project Manager, Contractor shall do so at no cost to the City.

3.19. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

Unless danger against contact with high voltage overhead and/or underground lines has been effectively guarded against, Contractor shall not perform any function/activity upon any land, building, highway, or other premises if at any time during the performance of any function/activity it could move or be placed within ten (10) feet of any high voltage overhead and/or underground line. If work is to be performed within ten (10) feet of high voltage overhead and/or underground lines, the public utility must first be notified to arrange for safety provisions. Contractor may perform the work only after arrangements, including coordination and payment of fees, if applicable, have been made with the utility company.

3.20. COORDINATION OF CONSTRUCTION ACTIVITIES

Contractor and subcontractors shall coordinate work with all other construction activities and contractors; and cooperate with them to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation and storage of materials.

3.21. WORK BY OTHERS

Contractor shall coordinate work on the project with all work shown on the plans which is to be done by "others". It is the Contractor's responsibility to coordinate work with each entity and incorporate it into the project schedule.

3.22. COMPLETE WORK ON TIME

Failure to complete the work by the allotted 60 calendar days shall result in the assessing of liquidated damages according to [GENERAL PROVISIONS](#).

3.23. LAYING OUT WORK

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and measurements of the building, grading, utilities, and other work executed under this Contract.

Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

3.24. HOURS OF WORK

The Project Manager and the Inspection Division are available from 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding holidays. Any work done outside of these hours must be approved by the Project Manager.

3.25. MOBILIZATION

This item shall consist of mobilizing of personnel, equipment, and supplies to the project site in preparation for work on the project. Item shall include all costs incurred which must be performed prior to beginning the other items.

Partial payments for mobilization will be made each month as the work progresses. These payments will be made as follows:

- A. When ten percent (10%) of the project bid amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.
- B. When fifty percent (50%) of the project bid amount is earned, one hundred percent (100%) of the amount bid for mobilization will be paid.
- C. The sum of all payments shall not exceed the original amount bid for the item, regardless of the fact that Contractor may have, for any reason, shut down the work on the project or moved equipment away and then back again.

Note: Payments for materials on hand will be included as a percent of original project bid amount earned until said materials have been incorporated into the work and accepted and paid for by the City.

3.26. EROSION AND SEDIMENT CONTROL

Contractor shall submit and comply with, an Erosion and Sediment Control Plan. This plan is considered incidental to the construction and shall not be paid for separately. Contractor shall take this into consideration in preparing their bid.

To comply with current state and federal permit regulations the City must meet minimum requirements for all construction sites less than one (1) acre to provide necessary Best Management Practices (BMPs) and prevent illicit discharges from the site. The minimum requirements which the Contractor must provide and comply with are as follows:

- A. Provide an Erosion and Sediment Control Plan that shall include the minimum following items:
 - 1. Stockpile BMPs protection.
 - 2. Concrete washout BMPs.
 - 3. Vehicle tracking control BMPs.
 - 4. Site sediment containment BMPs.

5. Downstream secondary defense BMPs, if applicable.
 6. Any additional BMPs required due to site specific conditions.
- B. 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.
 - C. Contractor shall maintain and update the Erosion and Sediment Control Plan as construction dictates. The current and correct plan shall remain on-site and be readily accessible to the City Stormwater Inspector at all times.
 - D. Contractor or the Contractor's representative shall, at a minimum, inspect the site every two (2) weeks and within twenty-four (24) hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).
 - E. Contractor shall be responsible for maintaining all required BMPs to prevent erosion and sediment from leaving the construction site.
 - F. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the Pueblo Municipal Code are subject to fines of up to one thousand dollars (\$1,000) and/or one (1) year imprisonment for each day the violation continues.
 - G. Information regarding acceptable BMPs and proper installation can be found in the [Urban Drainage and Flood Control District \(UDFCD\) Urban Storm Drainage Criteria Manual Volume 3](#), [CDOT Erosion Control & Stormwater Quality Guide](#), and City of Pueblo approved details.

3.27. PERMITS AND FEES

It shall be the Contractor's responsibility to investigate and assess the requirements for all necessary environmental, drainage, and construction permits. The total cost of all permits or fees which may be required shall be included in the bid proposal. No additional payment shall be allowed for any permits or fees required to complete the project. Contractor shall comply with all conditions of the permits. City and/or other agency fines are the sole responsibility of the Contractor.

Following is a list of potential permits required for the project. Contractor shall be responsible for verifying this list and adding/obtaining any additional permits needed for the project.

- Air Quality Permit
 - Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
 - Responsibility to Obtain: Contractor
- CDPHE Stormwater Construction Permit
 - Permitting Agency: Colorado Department of Public Health and Environment

- Responsibility to Obtain: Contractor
- Excavation Permit
 - Permitting Agency: City of Pueblo
 - Responsibility to Obtain: Contractor
- Concrete Permit
 - Permitting Agency: City of Pueblo
 - Responsibility to Obtain: Contractor
- Traffic Control Permit
 - Permitting Agency: City of Pueblo
 - Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
 - Permitting Agency: Colorado Department of Public Health and Environment
 - Responsibility to Obtain: Contractor

3.28. TESTING

The City will have an independent laboratory take random tests to verify that the material placed conforms to the JMF as supplied by the Contractor. These random tests will be paid at the City's expense. Split samples will be available to the Contractor for analysis at a laboratory of his choice at his expense. Material that has been determined not to comply with the JMF shall be removed, disposed of, and new material laid at the total expense of the Contractor.

3.29. BULK ASPHALT CEMENT PRICES ADJUSTMENT

This project is anticipated to be of short duration; therefore, a price adjustment for asphalt cement used on this project will NOT be allowed.

3.30. TEMPORARY PAVEMENT MARKING

It shall be the responsibility of the Contractor to replace all lane markings if removed/covered during construction. Any lane markings removed/covered shall be replaced with temporary pavement markings, until the permanent markings can be replaced, prior to opening any street to traffic. Temporary striping shall be at the Contractors expense.

3.31. CONSTRUCTION SCHEDULE

The Contractor shall submit a detailed and complete schedule at the pre-construction conference showing the route and order of asphalt removal, asphalt patching, overlay and raising of manholes. No work activity will be allowed on any streets adjacent to schools while school is in session.

3.32. DAILY REPORTS

The Contractor shall provide a computer-generated daily report to the City representative monitoring/inspecting the project. The report shall document the weight ticket control number, the date, customer number, job number, the description of material hauled, and the net weight of load in tons. The daily report is due by noon following previous day's work. A copy of each daily report shall be attached to each request for payment for that payment period. All payment requests shall be submitted using the Partial Payment format supplied by the City. Daily reports must differentiate between asphalt used for different types of work. Example, chip seal, slurry seal, crack sealing, asphalt removal, etc. Each special use must be separated and not intermingled on the daily report.

3.33. WEIGHT TICKETS

Weight tickets for each load shall be computer generated and have a control number, customer number, truck number, job number, description of material hauled, net tare weight of the load, and destination of the load. The ticket shall clearly document the purpose of the load, (example: overlay or patching). The Contractor will provide a summary of weight tickets with each pay request, and the City reserves the right to request actual weight tickets for payment verification.

3.34. VEHICLE TOWING

The contractor shall be responsible for coordinating with the Engineer to ensure that all blocks within the work zone are free of parked vehicles. In the event a vehicle is parked on the block that is scheduled to receive overlay that day or that otherwise may interfere with the contractor's operations, and the owner was properly notified 24-hours in advance, the contractor shall notify the Engineer and receive authorization to have the vehicle towed to the nearest convenient side street location. Towing costs for any vehicle towed without authorization of the Engineer will not be paid for by the City. Immediately after any vehicle is towed, the contractor shall provide written notification to the owner and a copy of the notification to the Engineer, to advise that the vehicle was towed, the reason it was towed, and address where vehicle was taken. The contractor shall provide the name and phone number of the towing company he intends to use at the Pre-construction conference.

All authorized work for this item will be paid for under the Vehicle Towing bid item.

3.35. INSTALL CLASS 6 BASE MATERIALS (PLACE AND COMPACT)

The contractor shall provide a unit price for removal of unstable base materials, replace with Class 6 ABC, and compaction of the ABC. This bid item will only be used in the event that other repair methods are determined by the City Engineer to not be effective.

3.36. INFRARED ASPHALT REPAIR

The contractor shall repair potholes and damaged asphalt using the infrared method. Heat shall be applied to the asphalt area to a working temperature of 300 degrees Fahrenheit. Contractor shall rake the damaged area and remove any deteriorated asphalt, adding new asphalt if needed. Contractor shall compact area with a vibratory roller and clean site after repair has been completed. Infrared patch repair area will be approximately 5 feet x 7 feet.

3.37. MASTIC PATCHING

Mastic used shall be Mastic One manufactured by Crafcro Inc. or approved equal. Mastic shall be heated in a thermostatically controlled mastic mixer that utilizes oil as a heat transfer medium and has a full sweep horizontal agitator capable of gently lifting the material from the bottom of the reservoir and turning the material over and over. The agitation shall be capable of mixing and suspending materials, filled with aggregates having a specific gravity as high as 3.0. The heated repair mastic material at the recommended application temperature shall be dispensed onto the property prepared repair area.

Immediately following application to the pavement surface, mastic shall be leveled and smoothed to the desired level using a straight metal squeegee. If necessary for deep installations, to limit settling and to produce a level finished surface, mastic shall be applied in layers with a cooling and solidifying lime period between applications. Minimum installed thickness is 3/8 in (1 cm). The finished installation should be applied smooth and level with the pavement surface.

3.38. ASPHALT PATCHING 3 INCHES HMA PH 64-22

The contractor shall provide a unit price to furnish, place and compact 3-inches HMA PG 64-22 on compacted ABC. This bid item will only be used in the event that other repair methods are determined by the City Engineer to not be effective.

3.39. CRACK SEALING

This bid item shall include all costs necessary to complete the crack sealing work in accordance with the project specifications. It shall include crack preparation, furnishing and placing the sealant, and any items incidental to the proper completion of the work. Crack sealing material shall be Crafcro Roadsaver 515® as manufactured by CRAFTCO Inc. or approved equal and shall be proportioned, blended and heated, and applied in accordance with approved manufacturer's specifications. Mixing of different manufacturer's brands or different types of sealant shall be prohibited.

The Contractor shall use a hot compressed air lance. and squeegee operation, to match existing asphalt surface. The hot compressed air lance shall supply super-heated air at high velocity (minimum of 2800 FPS at 2800°F). Cracks shall be prepared using approved methods and techniques to provide clean bonding faces which are free of moisture, dirt, and organic materials in the crack and immediate area surrounding the crack. Crack sealing material shall be squeegeed to match existing asphalt surface. Freshly placed sealant shall be protected from vehicular traffic until it has cured enough that it will not track by vehicular or pedestrian traffic.

3.40. CHIP SEAL

Technical Specifications for Chip Seal are included as Attachment C.

4. LABOR PROVISIONS

4.1. CONTRACTOR BONDS

Payment and performance bonds are required to be filed prior to issuance of Notice to Proceed. The specific requirements for such bonds are set forth in Section CONTRACT SECURITY of the [GENERAL PROVISIONS](#).

4.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The Contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. Areas of employment shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a bidder ineligible for a municipal contract award and ineligible to participate in the work for which a municipal contract award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)
- B. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22-78; Ord. No. 8453 §2, 2-27-12)
- C. Contractor will meet or comply with the letter and spirit of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended) and applicable State statutes. If the municipal contract involves

construction work or the providing of supplies or materials in excess of ten thousand dollars (\$10,000.00) in the building and construction trades industry, Contractor shall have adopted and file with the City a copy of the Contractor's complying Affirmative Action Program. A complying Affirmative Action Program shall be a written affirmative action program meeting all the requirements of Chapter 60 of Title 41, Code of Federal Regulations (41 CFR, Chapter 60), including all parts and subparts thereof. This requirement applies regardless of whether Federal financial assistance has been provided for this project.

- D. In the event of Contractor's non-compliance with the requirements of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended), the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of Pueblo.
- E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

4.3. COMPLIANCE REVIEW

- A. The City of Pueblo shall have the power to review, upon not less than five (5) days notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with non-discrimination and equal employment requirements.
- B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Mayor within thirty (30) days from the date of such notice.
- C. The City Mayor or authorized City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.

Public Improvement Invitation for Bid #23-056 (CI2309)

Title: Asphalt Improvements - Regency Crest

4.4. FEDERAL REQUIREMENTS GOVERN

Federal requirements govern. Whenever the provisions and requirements of this Chapter, or of the bidding specifications, conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

4.5. COMPLIANCE

By submitting a bid Contractor agrees to abide by the provisions herein set forth and will require any and all subcontractors to comply with said provisions.

5. GENERAL PROVISIONS

The provisions of this Section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions are noted in [SPECIAL PROVISIONS](#).

5.1. [BIDDING AND CONTRACT EXECUTION: DEFINITIONS](#)

The following terms, as used in these Contract Documents, are respectively defined as follows:

- A. **City:** City of Pueblo, Colorado
- B. **Closing Time:** The scheduled closing time for the receipt of bids and the opening thereof.
- C. **Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.
- D. **Engineer:** Unless otherwise stated in the Special Provisions, Engineer shall mean the Director of Public Works of Pueblo, Colorado, or their authorized agents.
- E. **Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.
- F. **Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Engineer or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.
- G. **Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.
- H. **Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.

- I. **Surety**: The person, firm, or corporation that has executed, as surety, the Contractor's Performance and Payment Bonds.

5.2. **BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION**

- A. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy themselves by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.
- B. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themselves, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.
- C. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

5.3. **BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS**

- A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.
- B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

5.4. **BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT**

- A. Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government

department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

5.5. BIDDING AND CONTRACT EXECUTION: STATEMENT OF BIDDER'S PLANT AND FINANCIAL CONDITION

- A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.
 1. A statement that the bidder maintains a permanent place of business and address thereof;
 2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
 3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
 4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
 5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.
- B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.

- C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.
- D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

5.6. BIDDING AND CONTRACT EXECUTION: CONDITIONS IN A BIDDER'S PROPOSAL

A bidder shall not stipulate in their proposal any conditions not contained in the Contract Documents.

5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their proposal, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

5.8. BIDS: DATA SHEETS

Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets will be considered as grounds for rejecting the bid.

5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

- A. All bids are to be made only on forms furnished by the City. Total bid prices are to be written both by words and by figures; in case of conflict, former will apply. Unit bids may be made by figures only. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.
- B. The City reserves the right to waive any or all informalities in bids.
- C. The City reserves the right to reject any or all bids, or any or all parts of bids
- D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of, Articles 18 and 19 of Title 8, Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.

5.10. BIDS: BID SECURITY

- A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, as set forth in the Contract Documents, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract

and bonds within ten (10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.

- B. The bid security of the three lowest formal bidders for each contract may be held until the Contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within seven (7) days after the opening of bids.

5.11. BIDS: SIGNING OF BIDS

- A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.
- C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.
- D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

5.12. BIDS: MODIFICATION OF BIDS

Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to the Purchasing Agent of the City prior to closing time. Such modification shall not reveal the total amount of the original or revised bid.

5.13. BIDS: WITHDRAWAL OF BIDS

Any bidder may withdraw their bid any time prior to the closing time, but no bid shall be withdrawn for a period of one hundred twenty (120) days after closing time. Negligence or mistake on the part of the bidder shall not constitute a right to withdraw after closing time. Any bid received after closing time will be rejected.

5.14. BIDS: DUPLICATION OF BIDS

If more than one bid be offered by one party, all such bids shall be returned unopened. If duplicate bids are not discovered until after opening, such duplication shall be cause for immediate rejection of such bids. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on their own behalf.

5.15. BIDS: ALTERNATES

- A. If the bid form includes alternates, each bidder shall bid on each alternate unless otherwise directed in the Special Conditions or other Contract Documents.

- B. Each bidder must submit such special data, if any, in respect to such alternate which any section of the Contract Documents requires to be submitted with each bid.

5.16. BIDS: SUPPLEMENTAL UNIT PRICES

- A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.
- B. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are to be invited are approximate only, and each bidder will be required to make their own estimates of amounts, and to calculate their unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work. In the event of an error in the extension of prices, the unit price bid shall govern.

5.17. CONTRACTS: AWARD OF CONTRACT

- A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.
- B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

5.18. CONTRACTS: DEFINITION OF AWARD

The Contract shall be deemed to have been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by the Purchasing Agent of the City.

5.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

- A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of Workers' Compensation. Such contract agreement shall be subject to the Charter of Pueblo, the Code of Ordinances, City of Pueblo, and the Ordinance, if any, creating any Special Improvement District formed to carry out this project.
- B. Each contract shall be executed in one (1) original counterpart, unless instructed otherwise in Notice of Award, and there shall be executed original counterparts of the Contractor's

Performance Bond and Payment Bond in equal number to the executed original counterparts of the Contract. Not less than two (2) copies of such executed documents will be retained by the City and one (1) copy will be delivered to the Contractor. The successful contractor must provide workers' compensation insurance and public liability and property damage insurance as outlined in the General Provisions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the Contract is awarded.

5.20. CONTRACT: CONTRACT SECURITY

The Contractor shall furnish a good and sufficient Performance Bond and Payment Bond on the forms attached hereto each in an amount not less than the full amount of the contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall be executed by a corporate surety duly authorized to issue bonds in the State of Colorado. Said bonds shall also be complete surety for all guarantees of materials and workmanship required by any provision of the Contract Documents or the specifications. If at any time during the continuance of the Contract a Surety on either of the Contractor's bonds becomes irresponsible or insolvent the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so.

5.21. CONTRACTS: VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

5.22. CONTRACTS: SCHEDULE OF UNIT PRICES

- A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.
- B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

5.23. SUBCONTRACTS: SUBCONTRACTORS

- A. SPECIAL PROVISIONS The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.
- B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.
- D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the SPECIAL PROVISIONS of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

5.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations."

5.25. SUBCONTRACTS: OTHER CONTRACTS

The City may award other contracts for additional work, at the site of the project (or other locations) and the Contractor shall fully cooperate with such other contractors and carefully fit their own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

5.26. INDEMNITY AND INSURANCE: INDEMNITY

The Contractor and their sureties shall indemnify, defend and save harmless the City of Pueblo and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, their agents or employees, in performance of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs; and shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

- A. **Commercial General Liability Insurance:** The Contractor 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 Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. 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 be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.
- B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the 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 Contractor 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 Contractor.

- C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.
- D. **Builder's Risk Insurance:** When specified in [SPECIAL PROVISIONS](#), the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a \$2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.
- E. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.
- F. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.
- G. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Builder's Risk

Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

5.28. GUARANTEES, PATENTS, PERMITS: GUARANTEES

- A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the [SPECIAL PROVISIONS](#).
- B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.
- C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

5.29. GUARANTEES, PATENTS, PERMITS: PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS

- A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their work, and/or required by Municipal, State, and Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.
- B. The City will furnish all site surveys, easements, and rights of way necessary for construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.
- C. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is

constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.

- D. This Contract is specifically subject to the provisions of the Charter of Pueblo, all applicable portions of the 1971 Code of Ordinances of Pueblo, Colorado, and of the ordinance, resolution or order of the City Council authorizing this improvement. The aggregate payment on this Contract may not exceed the estimates of the Engineer nor the amount budgeted for the project. If the cost of the improvement to be constructed under this Contract is to be assessed upon the owners of land benefited by such improvements, upon complaint of any such landowner that the improvement is not being constructed in accordance with the Contract, the Council may consider the complaint and make such order in the premises as shall be just, and such order shall be final and conclusive.

5.30. GUARANTEES, PATENTS, PERMITS: DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The Contractor shall pay for all royalties and patents for any patented product used by them or incorporated in the work, and shall defend all claims or suits for infringement of any patent right brought against themselves thereof; except such claims or suits arising by reason of patent infringements or unauthorized use of patented processes where such is the direct result of specification requirements (as distinguished from patented articles, apparatus, or equipment).

5.31. GUARANTEES, PATENTS, PERMITS: LICENSE OR ROYALTY FEES

If the project is designed so as to require or permit the use of a process or processes (as distinguished from articles, apparatus, or equipment) for which license or royalty fees will be charged, such fees for the use of such processes will be paid by the Contractor to the Patentee, Licensee or owner of such process, and bidder shall include such fees in their bid.

5.32. PLANS AND SPECIFICATIONS

- A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.
- B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.
- C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

5.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

- A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.
- B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.
- C. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, the Contractor shall immediately so inform the Engineer, and the Engineer shall promptly verify them. Any work done after such discovery without written consent of the Engineer authorizing same shall be done at the Contractor's risk.
- D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.
- E. In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers, and the trade.

5.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, they may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only prior to closing time and by written addendum duly issued or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the documents.

5.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies

for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

5.36. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

Whenever in any section of the Contract Documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers products of comparable equality, design, and efficiency.

5.37. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

- A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Engineer, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.
- B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade in so far as possible.
- C. When required by the specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of two (2) years from date of final acceptance, or for such period as may be required in the [SPECIAL PROVISIONS](#).
- D. No material of any kind shall be installed in the project until it has been inspected and approved by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.
- E. At any time during the course of construction of this project when in opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the

Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

5.38. PLANS AND SPECIFICATIONS: SHOP DRAWINGS

- A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Engineer all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.
- B. Three final copies of all shop or setting drawings shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

5.39. ENGINEER, INSPECTION, AND TESTING: AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.
- B. If, in the opinion of the Engineer, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Engineer shall forthwith notify the Contractor to cease said violation.
- C. The Engineer shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final and conclusive.
- D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Engineer.
- E. In the event either City or Contractor remains dissatisfied with the final decision of the Engineer hereunder, the City or Contractor may seek judicial review thereof pursuant to Rule 106, C.R.C.P. In no event shall the Contractor slow or stop the work while a determination is pending under this section 3.51, and the City will continue to make payment in accordance with the Contract Documents except as to any amount in dispute.

5.40. ENGINEER, INSPECTION, AND TESTING: TESTING OF MATERIALS

- A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.
- B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

5.41. ENGINEER, INSPECTION, AND TESTING: STAKING WORK

- A. The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Engineer as to compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.
- B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Engineer to be incompetent shall be removed from the work and replaced by competent personnel.

5.42. ENGINEER, INSPECTION, AND TESTING: FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Bid Form or within such further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of Pueblo for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per calendar day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations as provided for in SPECIAL PROVISIONS.

ORIGINAL CONTRACT AMOUNT AMOUNT OF LIQUIDATED DAMAGES PER DAY

Less than \$49,999 \$200.00

\$50,000 to \$99,999 \$250.00

\$100,000 to 249,999 \$300.00

\$250,000 to \$499,999 \$400.00

\$500,000 to \$999,999 \$500.00

\$1,000,000 and above \$1,000.00 plus any additional amount specified in [SPECIAL PROVISIONS](#)

5.43. ENGINEER, INSPECTION, AND TESTING: INSPECTION

- A. The Engineer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.
- B. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.
- D. All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.
- E. If the Engineer shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.
- F. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.
- G. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

5.44. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

- A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Engineer and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Engineer by the Contractor or their superintendent.
- B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

5.45. CONTRACTOR'S WORKING CONDITIONS: LABOR

- A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Engineer shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Engineer.
- B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in Article 17 of Title 8 of C.R.S.; provided, however that this subsection (b) shall be suspended and of no effect to the extent prohibited or inconsistent with a requirement of federal law or regulation or the terms and conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.
- C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

5.46. CONTRACTOR'S WORKING CONDITIONS: USE OF JOB SITE AND PRIVATE LAND

- A. The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workers to limits indicated by law, ordinances, permits or directions of the City and shall not encumber the premises with their materials.

- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoke.
- C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Engineer and the property owner.

5.47. CONTRACTOR'S WORKING CONDITIONS: PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

- A. The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City.
- B. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising from or in connection with this Contract.
- C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against themselves or the City on account of damage inflicted by their operations, and shall pay any judgements awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

5.48. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable local ordinances, State, and Federal laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

5.49. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

In executing the work on this project the Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. Any question as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be determined by the Engineer and the Traffic Engineer of the City. The Contractor shall confer with and keep Police and Fire Departments of the City fully informed as to street or alleys which are to be closed to traffic for construction purposes. The Contractor shall be responsible for coordination of their work with all affected utilities.

5.50. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

The Contractor shall provide and maintain at the site of the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to the approval of the Pueblo City County Health Department.

5.51. CONTRACTOR'S WORKING CONDITIONS: WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to the permission of the Engineer.

5.52. CONTRACTOR'S WORKING CONDITIONS: COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

5.53. CLEANUP AND FINAL COMPLETION: CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.
- B. All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction; and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer,

fall short of first class work, shall be promptly corrected by the Contractor at their own expense. Cleaning and repairs shall be arranged, so far as practical, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make their final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

5.54. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.
- B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.
- C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Engineer.

5.55. CLEANUP AND FINAL COMPLETION: FINAL TESTS

After completion of the work the Contractor shall make any and all tests required by the specifications or by municipal or state regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the municipal or state regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of City or the Public.

5.56. CLEANUP AND FINAL COMPLETION: CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship, whether latent or patent, within the extent and period provided by law.

5.57. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

- A. In the event the Contractor shall be adjudged as bankrupt, or shall make a general assignment for the benefit of their creditors, or a receiver shall be appointed on account of their insolvency, or if they shall persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or shall fail to maintain required insurance, or shall fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten days cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof

upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty days from the date of the mailing to such Surety of a notice of termination, the City may take over the work and prosecute the same to completion for the account and at the expense of the Contractor, and the Contractor and their Surety shall be liable to the City for any excess cost thereby occasioned the City. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. The expense incurred by the City herein provided, and the damages incurred through the Contractor's default, shall be determined by the Engineer whose decision thereon shall be final and conclusive.

- B. Where the Contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor and their Surety then existing or which may thereafter accrue because of such default. Any retention by the City of the moneys due the Contractor under the terms of the Contract shall not release the Contractor or their Surety from liability for their default.

5.58. CLEANUP AND FINAL COMPLETION: FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Engineer.
- B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.

5.59. CLEANUP AND FINAL COMPLETION: COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.
- B. The dates fixed for commencement and completion of the work shall be extended for a period equivalent to the time lost because of severe and unusual weather, non delivery of properly ordered materials, or other cause over which the Contractor is not responsible. The Contractor shall document reasons for requesting any such extensions in a letter to the Engineer, and the Engineer shall fix the period of extensions, if any, their decision being binding upon both parties. If satisfactory execution and completion of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the Contract, then the contract time shall automatically be increased in the same proportions as the cost of the additional work bears to the original contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor or their subcontractors or suppliers.

5.60. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

- A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.
- B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

5.61. CLEANUP AND FINAL COMPLETION: WAIVER OF STATUTORY LIMITATIONS AND CONDITIONS

The rights and remedies available to City under the Contract Documents, including the City's right to recover liquidated damages, are in addition to, and not limited by, any rights, remedies and limitations provided under law. By bidding upon and entering into this Contract, the Contractor specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes including, without limitations, those relating to defects in the work under the Contract, limitation of damages and notice of claim process.

5.62. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

- A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.
- B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

5.63. MEASUREMENT AND PAYMENT: PAYMENTS

- A. The Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. When approved, one copy of such estimate will be returned to the Contractor.
- B. Not later than the 21st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in [SPECIAL PROVISIONS](#), the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed by

the Contractor during the preceding calendar month. The City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

- C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in [SPECIAL PROVISIONS](#), the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.
- D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

5.64. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

Contractor acknowledges that the City will retain up to 10% of each periodical estimate as set forth in paragraph PAYMENTS (c) above. By bidding upon and entering into this Contract, the Contractor knowingly and voluntarily waives any and all right or entitlement it may have for a lesser percentage to be retained from payments pursuant to Section 24-91-103(1)(a) of the Colorado Revised Statutes.

5.65. MEASUREMENT AND PAYMENT: CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS THEREOF

- A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:
 - 1. Claims filed with the City for labor or materials furnished in connection with the work;
 - 2. Correction of defective work not promptly remedied by Contractor;

3. Amounts owed to their suppliers, subcontractors, and workers;
 4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;
 5. Damage caused by Contractor to another contractor or public or private property;
 6. Excess cost of field engineering and inspection;
 7. City Sales and Use Tax to which the City is entitled;
 8. Liquidated damages.
- B. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- C. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themselves and all materialmen and subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

5.66. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

All work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished.

5.67. MEASUREMENT AND PAYMENT: CHANGE ORDERS

- A. The Engineer, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.
- B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:
 1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;

2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Engineer pursuant to GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;
 3. By an acceptable lump sum bid from the Contractor;
 4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Engineer.
- C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.
- D. In cases where a lump sum bid is submitted by the Contractor in excess of \$500.00 (Five Hundred Dollars) and the Engineer considers the bid so submitted is excessive or unreasonable for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.
- E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

5.68. MEASUREMENT AND PAYMENT: SIGNIFICANT CHANGES IN CHARACTER OF THE WORK

- A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
- B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alternations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

- C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- D. As used in this section, the term “significant change” shall be construed to apply only to the following circumstances:
 - 1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or
 - 2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

5.69. CONTRACTOR'S RIGHT TO TERMINATE: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, or if the Engineer should fail without cause to issue any estimate within thirty (30) days after it is due, then the Contractor may, upon ten (10) days written notice to the City of Pueblo, stop work or terminate the Contract and recover from the City payment for all work executed plus any loss sustained upon any plant or material plus reasonable profit and damages.

6. VENDOR SUBMISSIONS

The answers to following questions constitutes the Contractor's Bid Proposal.

6.1. BID GUARANTEE*

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department

230 S. Mechanic Street

Pueblo, CO 81003

The Bid Number and Name must be listed clearly on the outside of the envelope.

- [Bid Bond.pdf](#)

*Response required

6.2. CONFIRMATION OF UNDERSTANDING AND OFFER*

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal. Confirmation must be made by an agent who is legally authorized to bind the company.

By confirming below Bidder hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

Public Improvement Invitation for Bid #23-056 (CI2309)

Title: Asphalt Improvements - Regency Crest

By confirming below Bidder acknowledges that they have examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 60 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

☐ Please confirm

*Response required

6.3. NAME, TITLE, and CONTACT INFORMATION*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

*Response required

6.4. ACKNOWLEDGEMENTS

6.4.1. AFFIRMATIVE ACTION PLAN REQUIREMENT:*

In accordance with [LABOR PROVISIONS](#), Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

6.4.2. COLORADO LABOR REQUIREMENT:*

Public Improvement Invitation for Bid #23-056 (CI2309)
 Title: Asphalt Improvements - Regency Crest

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in [GENERAL PROVISIONS](#), CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

6.4.3. *SALES AND/OR USE TAX INFORMATION**

CITY OF PUEBLO SALES OR USE TAX –

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

STATE OF COLORADO SALES OR USE TAX –

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

PUEBLO COUNTY SALES OR USE TAX –

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

☐ Please confirm

*Response required

6.5. Has/is this firm or any officer or partner of this firm:

6.5.1. *Convicted of a criminal offense**

Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?

☐ Yes

☐ No

*Response required

6.5.2. *Convicted under state or federal statutes**

Public Improvement Invitation for Bid #23-056 (CI2309)

Title: Asphalt Improvements - Regency Crest

Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

☐ Yes

☐ No

*Response required

6.5.3. Convicted under state or federal antitrust statutes*

Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

☐ Yes

☐ No

*Response required

6.5.4. Failed to perform*

Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years?

☐ Yes

☐ No

*Response required

6.5.5. Suspension or Debarment*

Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?

☐ Yes

☐ No

*Response required

6.5.6. Unqualified*

Unqualified or financially unable to timely perform the work?

☐ Yes

☐ No

*Response required

Public Improvement Invitation for Bid #23-056 (CI2309)
Title: Asphalt Improvements - Regency Crest

6.5.7. *Unlicensed **

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

☐ Yes

☐ No

*Response required

6.5.8. *Delinquent**

Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

☐ Yes

☐ No

*Response required

6.5.9. *Confirmation **

By acknowledging and confirming below Bidder affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Bidder's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

☐ Please confirm

*Response required

Public Improvement Invitation for Bid #23-056 (CI2309)

Title: Asphalt Improvements - Regency Crest

7. PRICING TABLE

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crack Sealing	500	Lbs		
2	Infrared Asphalt Repair	6	EA		
3	Mastic Patching	1,000	Lbs		
4	Remove Asphalt Roadway	1,000	SF		
5	Install Class 6 Base Material (Place and Compact)	50	Ton		
6	Asphalt Patching 3 inch HMA PG 64-22	1,000	SF		
7	1/4" Asphalt Chip Seal	43,404	SY		
8	Vehicle Towing Allowance	1	EA		
9	Erosion and Sediment Control	1	LS		
10	Traffic Control	1	LS		
11	Mobilization	1	LS		
TOTAL					

**NOTICE OF AWARD
(Sample)**

City of Pueblo, Colorado

(Date)

To: _____

Ref: **Bid No.:**
 Bid Name:

The City of Pueblo hereby accepts your bid submitted on _____ for the construction of referenced project. It appears that your bid in the amount of \$_____ for _____, is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance bonds, within ten (10) business days from and including the date of this notice.

The Bid Guaranty submitted with your bid will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Bid Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Director of Purchasing
City of Pueblo

CONTRACT AGREEMENT (Sample)

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and _____, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No.:

Bid Name:

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

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

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Contract Documents. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Notice of Award

Contract Agreement (This Instrument)

Performance Bond

Payment Bond

Notice to Proceed

Section I.

Section II.

Section III.

Section IV.

Section V.

Section VI.

Section VII.

Section VIII.

Appendices

Advertisement for Bids

Introduction

Special Provisions

Labor Provisions

General Provisions

Project Details

Vendor Submissions

Pricing Table

A-C

(Contract Agreement)

The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, are hereby included by reference and all provisions thereof shall be applicable.

5. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this Contract.
6. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the Contract.
7. All of the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
8. This Contract may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

CONTRACTOR

By _____

Title _____

PUEBLO, A MUNICIPAL CORPORATION

By _____

Director of Purchasing

ATTEST:

City Clerk

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

**PERFORMANCE BOND
(Sample)**

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____ hereinafter called "Principal" and

Surety

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.:

Bid Name:

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

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

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

(Signature Page Follows)

(Performance Bond)

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20__.

Principal

ATTEST:

By _____
Principal Secretary

By _____

Title _____

(SEAL) _____
(Address)

By _____
(Witness as to Principal)

(Address)

Surety

ATTEST:
By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL) _____
(Address)

By _____
(Witness as to Surety)

(Address)

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

**PAYMENT BOND
(Sample)**

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____ hereinafter called "Principal" and

Surety

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the City dated the _____ day of _____, 20____, a copy of which is hereto attached
and made a part hereof for the construction of:

Bid No.:

Bid Name:

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

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

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

(Signature Page Follows)

(Payment Bond)

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20__.

ATTEST:

Principal

By _____
Principal Secretary

By _____

Title _____

(SEAL)

(Address)

By _____
(Witness as to Principal)

(Address)

Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

(Address)

By _____
(Witness as to Surety)

(Address)

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

**NOTICE TO PROCEED
(Sample)**

City of Pueblo, Colorado

(Date)

To: _____

Ref: **Bid No.:**
 Bid Name:

You are hereby authorized to proceed on _____, 20____, or within three (3) consecutive calendar days with construction of above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Bid may now be cancelled by your Surety.

Director of Public Works
City of Pueblo



Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo, CO 81003
719-543-0002 fax 719-543-0062

www.prbd.com

To Whom It May Concern:

The law requires that licensed contractors perform all construction work. It is a violation of the law to perform construction without a license and it is equally a violation to hire someone to perform construction unless the party hired is a licensed contractor or is on the payroll of the company hiring as an employee.

Basic license categories are General Contractor A, B, and C; Electrical Contractor, Plumbing Contractor, and HVAC Contractor A and C. In addition, there are Contractor D single trade licenses, which are the type used by the majority of sub-contractors. Those trades requiring licenses include, but are not limited to:

Awning Installation	Concrete
Demolition	Drywall
Elevators	Excavation
Framing	House Moving
Masonry	Ornamental Iron
Asphalt Paving	Roofing
Utility Cont. Fire Main	Plumbing Lawn Sprinkler
Systems	Utility Cont. Sewer
Utility Cont. Water	Siding
Sign Erection	Stucco
Structural Steel	U Occupancy (garages, sheds, etc.)
Mechanical A Unlimited	Mechanical C Limited (any 2 of 3)
Mechanical Gas Work	Mechanical C Refrigeration
Mechanical C Sheet Metal	Journeyman Gas Fitter
Journeyman Refrigeration	Journeyman Sheet Metal
Plumbing Swimming Pool	Utility Cont. Sewer & Water
Plumbing Water Connected appliances	

If you have any questions, feel free to contact our office 719-543-0002.



FINANCE DEPARTMENT
P.O. BOX 1427
PUEBLO, CO 81002

SALES TAX DIVISION
(719) 553-2659
FAX (719) 553-2657

TO ALL BIDDERS:

We would like to take this opportunity to welcome you to the City of Pueblo.

The City of Pueblo does not issue **tax-exempt certificates** and deems that all construction type of jobs within the city limits are subject to Sales and Use Tax at the rate of 3.7%. As of March 2015, the City mandates pre-paid Use Tax on projects over \$1M. The tax is based on 40% of total project cost.

Each and every General and/or Sub-Contractor will need to obtain licensing with the City of Pueblo. An application is available from our office or on the website listed below. Typically contractors are licensed with a Use Tax License. If the applicant is a supplier with a storefront selling material to the contractors then a Sales Tax License will be issued. In either case, the filing frequency will be determined once the application is processed. Upon completion, a license along with the returns will be mailed to the applicant. **PLEASE NOTE: if the filing period does not have a tax liability a zero return must be filed.**

The Tax Guide entitled "Construction Contractors" and FAQ's has also been attached for assistance in explaining what would be subject to tax and provides scenarios that can be helpful to the construction industry.

The website for our office can be found at www.pueblo.us, hover over "Your Government," then click on "Sales Tax" under "Economic/Community Development." There you will find the Tax Guides, City of Pueblo Ordinances in their entirety, blank forms such as a return or an application.

If further assistance is needed, please phone our office at (719) 553-2659, as our staff would be happy to assist.

City of Pueblo, Colorado

TAX GUIDE

CONSTRUCTION CONTRACTORS

DEFINITION:

The term “construction contractor” applies to general contractors and subcontractors and includes all building constructors, highway and road constructors, electrical, plumbing, and heating constructors, excavators, and others engaged in the construction, reconstruction, expansion, alteration, repair, or wrecking of **any physical structure that is part of real estate**.

Business enterprises providing completed units of personal property to be affixed to, installed in or used in conjunction with a structure will **not** be regarded as performing work by a **contractor** if the personal property can be removed:

1. Without substantial damage to the structure, and
2. Without altering the functional use of the structure.

Business enterprises, as described above, are considered vendors who make retail sales and must charge City of Pueblo Sales Tax on these items if licensed to do so. If the vendor is not licensed to collect City of Pueblo Sales Tax or for any reason fails to do so, then the contractor must pay the tax due as Use Tax. These types of items include, but are not limited to, appliances, storm doors and windows, patio covers, carpeting, pre-fabricated swimming pools, lockers, athletic equipment, toilet partitions, movable partitions, nursery stock, sod or other similar items used in connection with a structure.

STATE EXEMPT PROJECTS:

The State of Colorado provides an exemption for purchases by contractors of construction and building materials that become permanently affixed to the real property when the owner of the real property is a non-profit school or a governmental, charitable, or religious entity. **Pueblo has no such exemption.**

The contractor may not avoid the payment of the Pueblo Sales or Use Tax by use of provisions in the construction agreement or by use of the name of a tax exempt entity on an invoice or purchase order as the purchaser because the contractor is deemed to be the consumer of the materials used in construction. No exemption certificate issued by the Colorado Department of Revenue, nor any other taxing authority, will be recognized as a basis for exemption from the Sales or Use Tax levied by the City of Pueblo on construction materials.

CONSTRUCTION MATERIALS:

All building materials purchased, used or consumed in the City of Pueblo are subject to sales or use tax, unless the materials are purchased for resale or by seller holding a valid City of Pueblo Sales Tax License.

The general contractor on a project is responsible for the City of Pueblo tax on all material used or consumed on their project, including that used by the subcontractors the general contractor employs on the job. If the subcontractor is properly licensed with the City of Pueblo Finance Department, the subcontractor will be liable for their own taxes. But **the general contractor is responsible for the taxes owed by any unlicensed subcontractor they hire.**

Caution: City of Pueblo Sales Tax paid to a vendor who is not licensed to collect Pueblo Sales Tax does not relieve the contractor of this tax liability until said tax is remitted to the City of Pueblo.

SALES TAX:

1. Materials delivered by a Pueblo vendor to a construction contractor at a job site or other location in Pueblo are subject to city sales tax.
2. Materials picked up inside the City of Pueblo are subject to city sales tax regardless of whether the materials are used inside or outside the city.
3. Materials delivered by a Pueblo vendor to a location outside the City of Pueblo, for use outside the city, are exempt from city sales tax.
4. There is no exemption in the sales tax ordinance for the temporary storage of construction materials in Pueblo.

USE TAX:

City of Pueblo use tax is due on all materials used, consumed or stored in the city on which City of Pueblo sales tax was not paid. Examples might include the following:

1. For materials purchased outside of Pueblo to be used or stored in Pueblo on which sales tax was legally paid to another municipal corporation, use tax would be due only to the extent that the Pueblo tax exceeds the amount of sales tax paid to the other municipality. Sales tax is legally paid to another municipal corporation only if delivery of the material takes place in that municipality.
2. For material purchased outside Pueblo and delivered into Pueblo either by the vendor or common carrier, the full 3.7% City of Pueblo use tax is due.
3. If for any reason a licensed vendor fails to charge City of Pueblo sales tax, the contractor as the ultimate user must pay the full use tax.

CONSTRUCTION TOOLS & EQUIPMENT:**NEW PURCHASES:**

All purchases of tools, supplies and equipment from a Pueblo licensed vendor that are delivered inside the City of Pueblo are subject to city sales tax.

If no Pueblo sales tax was paid, the City Code imposes a use tax on the purchase of tools, supplies and equipment used or received in Pueblo. However, if sales tax was legally paid on a purchase to another Colorado municipality, Pueblo allows a credit for the rate of tax legally paid to another municipality up to the rate of Pueblo's use tax.

USED EQUIPMENT:

Machinery and equipment, which has been used prior to being brought into the City of Pueblo, is subject to city use tax on the actual purchase price of the equipment and is due at the time the equipment is first brought into the city. Credit is allowed for the rate of legally imposed sales and use tax previously paid to another municipality up to the rate of city use tax.

CONSTRUCTION EQUIPMENT:

Pueblo sales and use tax applies to the purchase or use of construction equipment (cranes, grades, backhoes, bulldozers, welders, etc) in the city. Any equipment owned by a local construction company is subject to city tax when the equipment is purchased or first brought into the City of Pueblo. Construction companies located outside the city are subject city tax when equipment is brought into Pueblo. EXCEPTION: The City of Pueblo provides a prorated use tax on construction equipment brought into the city for a period of thirty (30) consecutive days or less if the taxpayer has complied with the provisions of C.R.S. Section 29-2-109.

MOTOR VEHICLE EXEMPTION:

Automotive vehicles (vehicles whose primary purpose is transportation upon public streets) registered and required by law to be registered outside of Pueblo are exempt. Specifically, construction contractors' pickup trucks and over-the-highway dump trucks, which are based and maintained at a location outside of Pueblo, would not be subject to Pueblo's sales or use tax.

RETAILER-CONTRACTOR:

Some contractors as defined above, also may be retail merchants of building supplies or construction materials, which were purchased tax free for resale. In the performance of their own construction contracts they might remove from their own stock whatever is needed for their contract operations. Such use of tax free merchandise is subject to tax in one of the following ways:

1. On time and material type contracts for all now tax exempt entities, sales tax must be charged and remitted on the total retail price charged to the customer.
2. On lump sum contracts and all jobs for tax exempt entities, use tax must be paid based on the acquisition cost of the merchandise.

Retailer contractors must have a City of Pueblo sales tax license. No sales tax license will be issued to regular contractors. They are not retailers of tangible personal property and are deemed to be users or consumers of all articles they use.

MANUFACTURER CONTRACTORS:

Manufacturing is defined as "the performance as a business of an integrated series of operations which places personal property in a form, composition or character different from that in which it was acquired whether for sale or use by the manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character and use."

Organizations engaged in the manufacturing of tangible personal property who also perform construction contracts (i.e., permanently affix personal property to real property) are subject to Pueblo tax on the gross value of all materials, labor and services used and employed in the manufacture of the product.

FABRICATORS:

Shop tasks performed on construction materials, such as cutting, welding, drilling and painting structural steel or cutting, bending and attaching sheet metal pieces into "duct work," are not regarded as "manufacturing". Thus, in such cases, fabrication labor is not part of the tax base for a contractor/fabricator.

Fabricated labor is part of the tax base when transfer of title to the fabricated item takes place after performance of the fabrication by the retailer/fabricator.

RELATED TAX GUIDES:

Liens, Distraints & Enforcement
Manufacturers
Rental & Service Charges Combined
Special Mobil Machines & Equipment
Use Tax

THE ABOVE INFORMATION IS A SUMMARY IN LAYMAN'S TERMS OF THE RELEVANT PUEBLO TAX LAW FOR THIS INDUSTRY OR BUSINESS SEGMENT. IT IS NOT INTENDED FOR LEGAL PURPOSES TO BE SUBSTITUTED FOR THE FULL TEXT OF THE PUEBLO MUNICIPAL CODE AND APPLICABLE RULES AND REGULATIONS.

01/18



FINANCE DEPARTMENT
P.O. BOX 1427
PUEBLO, CO 81002

SALES TAX DIVISION
(719) 553-2659
FAX (719) 553-2657

FREQUENTLY ASKED QUESTIONS (FAQ)

Below are FAQ's about City of Pueblo licensing and tax collection.

If you would like to see the ordinances in their entirety or peruse our website, please visit www.pueblo.us (click on "Your Government", then "Sales Tax" under "Economic/Community Development.") Once there, Tax and Licensing Ordinances **Title 9 – Licenses & Permits**, **Title 14 – Taxes & Finance**. The **Tax Guide** is also available at the Sales Tax main screen.

FAQ's:

Who has to be licensed with the City of Pueblo Sales Tax Division?

All businesses associated with the project must be licensed to include contractors, suppliers delivering to the job site, equipment rentals, tool sales onsite to name a few. Please contact our office if you have a question whether or not licensing should be acquired. A completed application along with the \$50 annual licensing fee must be submitted to the Sales Tax Division. The license application can be downloaded from our website referenced above.

Can Contractors be liable for hiring unlicensed sub-contractors when working in the City of Pueblo?

Yes, prior to hiring a sub-contractor ensure they are licensed with the Sales Tax Division by requiring a copy of their current license. If not, the hiring contractor could be liable for taxation on the contractual agreement.

I am a Labor Only Contractor do I need to be licensed?

Yes, all businesses to include labor only must be licensed.

If I believe there are no taxes owed, do I still need to file a return?

Yes, a Zero return must be filed. If you do not file a return and no taxes are owed, a \$15 late filing fee will be enforced.

If food is purchased for on the job consumption is it taxable?

Yes, food purchased from grocery stores is only exempt for home consumption. In any other situation the food is deemed taxable. Any prepared food is also subject to taxation.

Do I need to notify your office if my business closed?

Yes, we need WRITTEN notification that your business has closed.

CHIP SEAL SPECIFICATION

DESCRIPTION

The Contractor shall furnish all labor, equipment, material, supplies, environmental protection, no parks, raised markers, signage, traffic control, secondary sweeping, and other incidentals necessary to provide an application of polymerized emulsified asphalt, cover coat aggregate and a Fog Seal to an existing roadway surface.

MATERIALS

Latex Modified Emulsion: Latex Modified Cationic Rapid Set emulsion (CRS-2R) shall be an emulsified blend of asphalt, water, emulsifiers, and latex polymer. The emulsion shall contain a minimum of three percent (3.0%) styrene-butadiene latex rubber (SBR) solids by weight of asphalt cement. The SBR polymer dispersion shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for application through a distributor truck. The emulsified asphalt shall conform to the following requirements:

Tests on CRS-2R Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 50 C, sec, (a)	50	450	ASTM D 244
Storage Stability Test, 24-h, % (a)		1.0	ASTM D 6930
Demulsibility, 35 ml, 0.8% Dioctyl Sodium Sulfosuccinate, %	40		ASTM D 6936
Particle Charge Test	Positive		ASTM D 244
Sieve Test, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Oil Distillate, by Volume of Emulsion, %		3.0	AASHTO T 59
Residue, %	65		AASHTO T 59
Tests on Residue (b)			
Penetration, 25 °C, 100g , 5s, dmm	70	150	ASTM D 5
Ductility, 4 °C, 5 cm/min, cm	40		ASTM D 113
Solubility in Trichloroethylene, % (c)	97.5		ASTM D 2042
Toughness, in-lb	90		ASTM D 5801
Tenacity, in-lb	45		ASTM D 5801

The specification for CRS-2R is in accordance with the material properties and test methods as specified by ASTM, AASHTO, and CDOT.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T59. For polymer modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.

- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

Polymer Pre-Modified Base Emulsion: Polymer Modified Cationic Rapid Set emulsion (CRS-2P) shall be an emulsified blend of polymer modified asphalt, water, and emulsifiers. The emulsion shall contain a minimum of three percent (3.0%) styrene-butadiene (SB) or styrene-butadiene-styrene (SBS) polymer by weight of asphalt cement. The asphalt cement shall be polymer modified prior to emulsification using a block SB or SBS co-polymer. The emulsion standing undisturbed for a minimum of 24 hours shall show no white, milky separation but shall be smooth and homogeneous throughout. The emulsion shall be pumpable and suitable for application through a distributor.

Tests on CRS-2P Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 50°C, sec, (a)	50	450	ASTM D 244
Storage Stability, 24-hr, % (a)		1.0	ASTM D 6930
Demulsibility, 35 ml, 0.8% Dioctyl Sodium Sulfosuccinate, %	40		ASTM D 6936
Particle Charge	Positive		ASTM D 244
Sieve, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Oil Distillate by Volume of Emulsion, %		3.0	AASHTO T 59
Residue, %	65		AASHTO T 59
Tests on Residue (b)			
Penetration, 25 °C, 100g, 5s, dmm	70	150	ASTM D 5
Solubility in Trichloroethylene, % (c)	97.5		ASTM D 2042
Toughness, in-lb	70		ASTM D 5801
Tenacity, in-lb	45		ASTM D 5801

The specification for CRS-2P is in accordance with the material properties and test methods as specified by ASTM, AASHTO, and CDOT.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T 59. For polymer modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.
- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

Cover Coat Material: The chip or cover coat aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed gray granite or

slag with 100% fractured faces. The aggregate shall have maximum loss of 20% when tested with the LA Abrasion procedure as defined by AASHTO T96.

The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used and shall conform to the following gradations.

Gradation Table - Cover Coat Aggregate (percent passing)

Sieve Size	½" Chip	3/8" Chip	1/4" Chip
1/2"	95-100	100	100
3/8"	0-60	95-100	100
1/4"	0-10	0-35	95-100
No. 8	0-3	0-3	0-3
No. 200	0-1.0	0-1.0	0-1.0

CONSTRUCTION REQUIREMENTS

Equipment: The size and condition of all equipment shall be approved prior to construction. Should equipment be unsatisfactory for whatever cause, the Contractor shall remove and replace the equipment without delay or cost. The equipment shall conform to the following minimum requirements.

Bituminous Distributor: A minimum of two like distributors shall be used on this project. The distributors shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-1.00 gallons per square yard over a variable width up to twenty feet in a single pass. The uniformity of the distributors shall not vary by more the two-hundredths gallons per square yard. The distributors shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified. Distributors shall be self-powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

Aggregate Spreader: The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up to 20 feet in a single pass. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover coat material to the surface with computerized application controls so that the required amount of material will be deposited uniformly over the full width of the bituminous material. A computer rate controlled aggregate spreader shall be required.

Rollers: A minimum of two self-propelled pneumatic tired rollers shall be used on the project unless

otherwise requested by the Project Manager. The rubber tired rollers shall have a gross load adjustable to apply 200 – 250 pounds per inch of rolling width. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 10 miles per hour.

Sweepers: A minimum of two vacuum designed sweepers having only negative air pressure at the road surface capable of removing excess aggregate and debris material shall be used on this project. The body hoppers of the vacuum sweepers shall be a minimum capacity of ten cubic yards, and the negative air pressure at the intake shall be rated at 46 inches of negative water pressure. Sweepers shall meet applicable U.S. Environmental Protection Agency Standards. No mechanical pick-up brooms will be allowed on the project. Any areas adjacent to the project where a vacuum broom cannot access, shall be removed by the use of a blow pack. No mechanical pick-up brooms will be allowed on the project.

MATERIAL APPLICATION RATES

Material	1/2" Chip Seal	3/8" Chip Seal	1/4" Chip Seal
CRS-2P Chip Seal	.42-.46 Gal/SY	.36-.40 Gal/SY	.32-.36 Gal/SY
Fog Seal	.12 Gal/SY Minimum	.11 Gal/SY Minimum	.10 Gal/SY Minimum
Cover Coat Aggregate	20 -25 lbs/SY	17 - 23 lbs/SY	15 - 20 lbs/SY

The specific emulsion and cover aggregate application rate shall be determined using factors such as surface temperature, traffic volume, existing road condition and time of year. The Contractor may alter the application rate at any time during the course of the construction upon approval by the Project Manager.

Manholes, Valve Boxes and Existing Thermo Markings: Manholes, valve boxes and thermo markings shall be covered with an approved material during the operation and shall be removed immediately after the street has been Chip Sealed and Fog Sealed. The Contractor is responsible for locating all exposed manholes, valve boxes and thermo markings prior to Chip Sealing.

Weather Limitations: The Chip Seal shall not be applied when the pavement is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the Chip Seal construction. No Chip Seal shall be applied if either the pavement or air temperature is below 55°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 50°F (7°C) and rising.

EXECUTION OF THE WORK

Surface Preparation: The Contractor shall be responsible for all measures required providing a thoroughly clean and dry pavement surface including vegetation removal and sweeping prior to the Chip Seal application. The Contractor shall observe the condition of the pavement prior to bidding to determine the work necessary to provide a clean, dry pavement for construction and shall include

the work necessary in the bid.

Application of Bituminous Materials: The application of the emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be a minimum of 160° F.

The quantity of emulsion per square yard shall be as specified herein and agreed upon with the Project Manager. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate placement at all times during construction. The width of the emulsion application shall be no greater than the width of the aggregate spreader except where additional passes are required then the emulsion shall be four inches beyond the aggregate spread at a fifty percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled.

Application of Cover Coat Aggregate: The aggregate shall be applied immediately following the emulsion application by the approved aggregate spreader. The quantity of cover coat aggregate per square yard shall be specified herein and agreed upon with the Project Manager. The Contractor, prior to start of work, shall calibrate the aggregate spreader to achieve the design application rate of the cover coat aggregate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied bituminous material. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material.

Rolling: Initial rolling shall begin immediately after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations shall be 10 miles per hour.

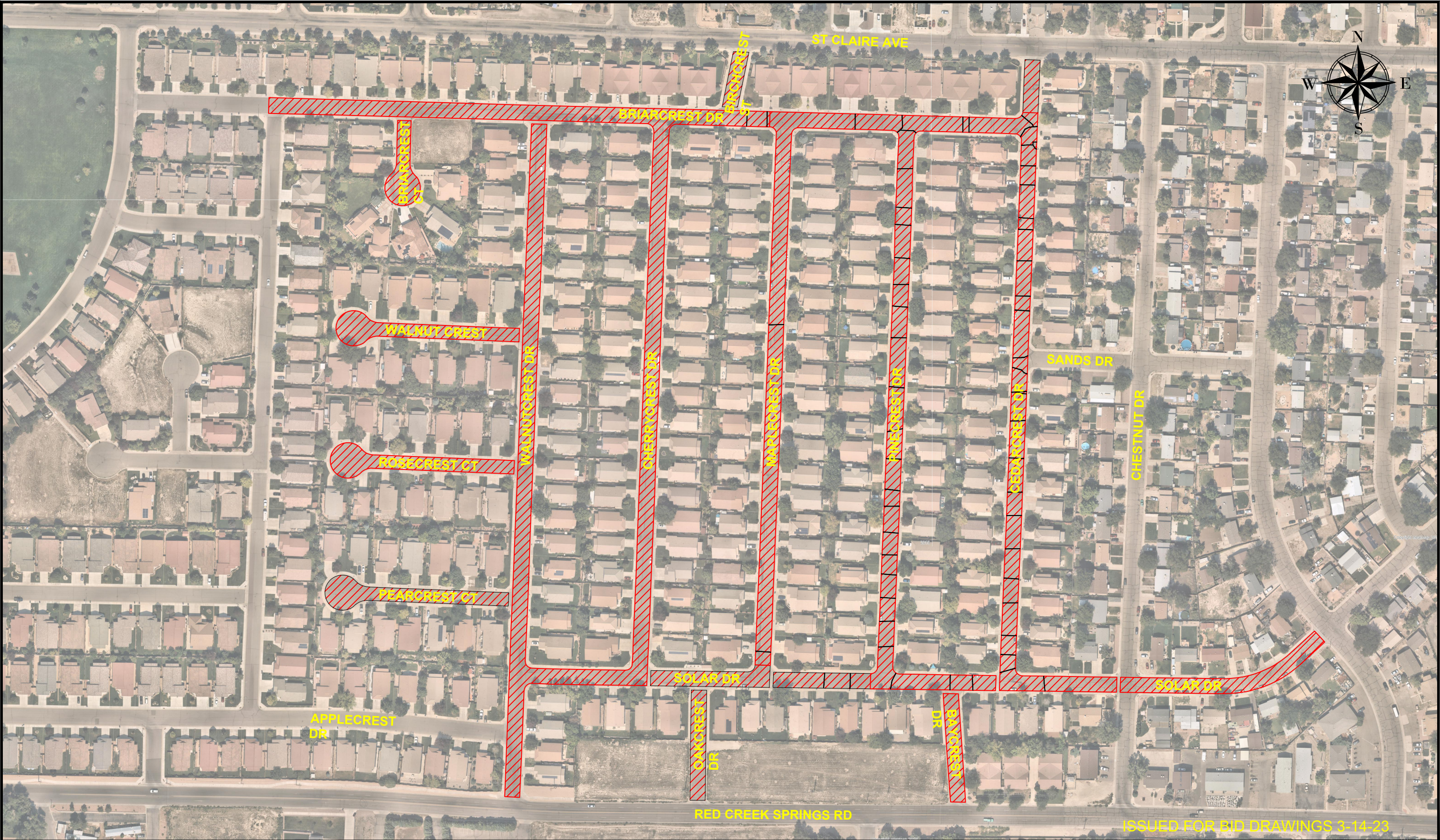
Sweeping and Fog Seal: Within 24 hours after application, excess aggregate shall be swept from the roadway and adjacent areas. Excess aggregate that is clean may be stockpiled and re-used in subsequent locations at the discretion of the Project Manager. After the initial sweep is complete and all loose aggregate is removed from the street, Fog Seal will be applied to the surface of the Chip Seal. The polymer modified Fog Seal or approved equal emulsion shall be diluted 40 percent with water. The application rate shall vary between 0.10 and 0.12 gallons per square yard as deemed necessary by the Contractor and Project Manager.

Traffic Control: A traffic control plan approved by Project Manager will be required before any work commences. Temporary raised pavement markers will be installed as needed, at a minimum of 40' spacing. The cost of signage, markers and traffic control necessary to complete this project shall be included in the unit price of the Chip Seal.

Public Notification: The Contractor shall distribute an approved information flyer to all residents adjacent to the project no more than two weeks prior to the anticipated start of construction. A local telephone number will be located on the flyer and manned 24/7 until the contract is completed. No parks are to be provided by the contractor 24 – 48 hours prior to the commencement of the work. The cost of public notification shall be included in the unit price of the Chip Seal.

Method of Measurement & Payment: The Chip Seal shall be measured and paid for by the square yard sealed and accepted by the owner. Payment shall be full compensation for the Chip Seal work completed in accordance with the above specifications.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Chip Seal	S.Y.



ISSUED FOR BID DRAWINGS 3-14-23

NO.	REVISIONS	BY	DATE	APPROVAL



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 300'
SCALE (V): n/a
DRAWN BY: BQ
DESIGNED BY: BQ
CHECKED BY: CR
DATE: 3-14-23

23-056
ASPHALT IMPROVEMENTS - REGENCY CREST

SITE PLAN

DRAWING NO.

SHEET NO.
1

ADDITIONAL INFORMATION

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

System for Award Management (SAM) Information

City of Pueblo Business License

The logo features three stylized, overlapping mountain peaks. The leftmost peak is orange, the middle peak is black, and the rightmost peak is orange. They are arranged in a triangular formation, pointing towards the top right.

**A-ONE
CHIPSEAL**

**ROCKY MOUNTAIN
PAVEMENT**

Employment Manual

Revised 2022

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INTRODUCTION

1.20 Welcome

Welcome to A-1 Chipseal Company (“A-1 Chipseal” or the “Company”)! We are happy to have you as a new member of our team! We hope your new job will live up to your expectations and your stay with us will be a long, rewarding one. We look forward to the opportunity to work together to create a successful relationship that will be beneficial to you and the Company.

Please take the time, now, to read this Employee Handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this Employee Handbook, which sets out the basic rules and guidelines concerning your employment. If you find any of the information unclear, please discuss the matter with your supervisor, or our Human Resources (“HR”) Manager.

1.21 At-Will Employment

YOUR EMPLOYMENT WITH A-1 CHIPSEAL IS ON AN “AT-WILL” BASIS. THIS MEANS YOUR EMPLOYMENT MAY BE TERMINATED FOR ANY LAWFUL REASON AT ANY TIME, WITH OR WITHOUT NOTICE AND WITH OR WITHOUT CAUSE. LIKEWISE, WE RESPECT YOUR RIGHT TO LEAVE THE COMPANY. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE COMPANY, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. LIKEWISE, THE COMPANY MAY DEMOTE, TRANSFER, SUSPEND, OR OTHERWISE DISCIPLINE AN EMPLOYEE IN ITS SOLE AND ABSOLUTE DISCRETION.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

This Employment Handbook is designed to acquaint you with the Company and provide you with information about working here. The Employment Handbook is not all inclusive, rather, it is intended to provide you with a summary of some of the Company’s guidelines. This Employment Handbook edition replaces all previously issued editions.

No representative of A-1 Chipseal, other than the CEO and Owner of the Company, has the authority to enter into an agreement of employment for any specified period and such agreement must be in writing, signed by the CEO and you.

No employee handbook can anticipate every circumstance or question. After reading the Employment Handbook, if you have questions please talk with your immediate supervisor or the human resources manager. Also, the need may arise to change the guidelines described in this Handbook. Except for the at-will nature of the employment, the Company therefore reserves the right to interpret them or to change them without prior notice and handle each unique situation on a case-by-case basis.

1.22 History

A-1 Chipseal is a privately-owned construction company established in 1996. We specialize in resurfacing asphalt streets, roads, and highways with a surface application of chip seal, slurry seal, cape seal, hot chip seal, and crack seal. We have completed over 1,000 projects for various cities, counties and CDOT in the Front Range area of Colorado. We have over 50 highly skilled workers who are experienced working with the different surface treatments. The management, estimators, and operators, combined, have over 100 years of construction experience. Our equipment is state-of-the-art designed and built to complete the different resurfacing processes, providing a consistent and quality product every time. We pride ourselves in having a strong reputation built on quality, fairness, innovation, customer service, and surface treatments that work well, providing a strong return on investment for our customers and end users.

1.23 Changes in Policy

While every effort is made to keep the contents of this Employee Handbook current, A-1 Chipseal reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the manual with or without prior notice to employees.

EMPLOYEE DEFINITION AND STATUS

1.24 Employment Classification

Full-time Employee - an employee who is normally scheduled to work at least 32 hours per week. Full-time employees are currently eligible for Company benefits as outlined in this handbook.

Part time Employee - an employee who is normally scheduled to work less than a 32-hour workweek. Part time employees are not normally eligible for Company benefits.

Exempt Employee - an employee who is not eligible for overtime pay.

Non-exempt Employee - an employee eligible for overtime pay. Non-exempt employees are eligible for paid overtime for all hours worked in excess of 40 hours per workweek, 12 hours per workday, or 12 consecutive hours without regard to the starting or ending time of the workday (excluding meal breaks free from duty), whichever gives the employee the greater amount of wages.

EMPLOYMENT POLICIES

1.25 Equal Employment Opportunity

A-1 Chipseal is an equal employment opportunity (“EEO”) employer. We do not discriminate against applicants or employees on the basis of race, color, national origin, ancestry, creed, religion, sex, age, physical or mental disabilities, marriage to a co-worker, sexual orientation (including transgender status), an employee’s lawful activities or use of legal products (including tobacco) outside the workplace while off-duty, or any other characteristic protected by law.

The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Company’s EEO Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any employee who, in good faith, provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Company’s EEO Policy.

We are all responsible for upholding the Company’s EEO Policy and any claimed violations of that policy should be reported to the appropriate persons. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure contained in the Company’s Reporting Discrimination and Harassment Policy.

Any questions regarding EEO should be directed to A-1 Chipseal’s EEOC Officer, Stephanie Wallis (swallis@a-1chipseal.com), or the Company’s HR Department.

1.26 Affirmative Action/Diversity

A-1 Chipseal is committed to affirmative action’s that will build on the strengths of our current workforce and continually enhance the diversity of our organization. Our actions include but are not limited to working cooperatively with public and private entities, government agencies, educational institutions, civic organizations, community groups, and other appropriate organizations concerned with employment opportunities, as well as with its suppliers and subcontractors.

All employees are expected to understand and act in accordance with the Company’s guidelines.

3.4 Reasonable Accommodation

A-1 Chipseal complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities (including pregnancy-related disabilities). Consistent with this commitment, the Company will provide a reasonable accommodation to disabled employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

Similarly, A-1 Chipseal will endeavor to make reasonable accommodations for an employee's medical needs arising from pregnancy, childbirth, or related medical conditions, unless doing so would impose an undue hardship on the operation of the company's business.

If you require an accommodation because of your disability, notify Human Resources. If asked to provide medical documentation, employees and/or their healthcare providers should submit medical documentation directly to Health Resources. Employees are responsible for providing timely, complete, and sufficient medical documentation to Health Resources.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The Company encourages you to suggest specific reasonable accommodations.

Lactation Accommodation

A-1 Chipseal will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child for up to two years after the birth of a child. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid.

A-1 Chipseal will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall in close proximity to the employee's work area for the employee to express milk in private. This location may be the employee's private office, if applicable.

3.5 Immigration Law Compliance

All offers of employment are contingent on verification of the candidate's right to work in the United States. On the first day of work, every new employee will be asked to provide original documents verifying his or her right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form.

3.6 Employee Background Check

Prior to making an offer of employment, A-1 Chipseal Company may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, and education confirmation. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, Investigative Consumer Reporting Agencies Act, the Americans with Disabilities Act, and any other applicable local, state and federal privacy and antidiscrimination laws and regulation. Reports are kept confidential and are only viewed by limited individuals involved in the hiring process.

If information obtained in a background check would lead the Company to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy.

Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

3.8 Anniversary Date

The first day an employee reports to work is his or her official anniversary date. This anniversary date is used to compute the following benefits:

- Health Insurance
- Dental Insurance
- Vision Insurance
- 401K Retirement Plan

1.9 New Employee Orientation

The formal welcoming process, or "employee orientation," is conducted by a Human Resources representative, and includes an overview of the Company.

3.10 Personnel Records and Administration

The task of handling personnel records and related administration functions at A-1 Chipseal has been assigned to its HR Department.

Personnel files with employment records are kept for each employee and are the property of A-1 Chipseal. Access to the information they contain is restricted. Employees who wish to review their own file should contact the HR Manager. With reasonable advance notice, employees may review their own personnel files once annually, in the presence of the HR Manager or other appropriate manager.

All medical records, if any, will be kept in a separate confidential file.

3.11 Change of Personal Data

Any change in an employee's name, address, telephone number, marital status, dependents, or insurance beneficiaries, or a change in the number of tax withholding exemptions, needs to be reported in writing without delay to the HR Department.

3.12 Safety

The safety and health of employees is a priority. A-1 Chipseal makes every effort to comply with all federal and state workplace safety requirements. Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. A-1 Chipseal's workplace safety rules and regulations are included in a separate safety handbook.

3.13 Building Security

Each and every employee must follow the building security rules and regulations including securing exterior doors when last leaving the building.

Employees are not allowed on A-1 Chipseal property after hours without prior authorization from their supervisor.

3.14 Personal Property

The A-1 Chipseal Company Safety Office maintains a property management system that efficiently tracks lost and found property reports. Persons seeking information about lost or found property may do so by contacting the office at 303.464.9267. A-1 Chipseal Company assumes no risk for any loss or damage to personal property and recommends that all employees have personal insurance policies covering the loss of personal property left at the office.

STANDARDS OF CONDUCT

1.10 General Guidelines

All employees are urged to become familiar with A-1 Chipseal rules and standards of conduct and are expected to follow these rules and standards faithfully in doing their own jobs and conducting the company's business.

1.11 Attendance and Punctuality

A-1 Chipseal expects employees to be ready to work at the beginning of assigned daily work hours, and to reasonably complete their projects by the end of assigned work hours.

From time to time, it may be necessary for an employee to be late or absent from work. A-1 Chipseal is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. It is the responsibility of all employees to contact their direct supervisor if they will be absent or late.

Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

1.12 Unscheduled Absence

Absence from work for three (3) consecutive days without notifying management or the HR Department will be considered a voluntary resignation. A single no call/no show may result in discipline, up to and including termination.

1.13 Harassment Policy

Workplace harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), the Americans with Disabilities Act of 1990, (ADA), as well as Colorado Civil Rights laws. A-1 Chipseal has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, sex (including pregnancy), race, color, national origin, disability, creed, religion, sexual orientation, or any other status protected by applicable federal, state, or local laws. All forms of workplace harassment of, or by, employees, vendors, visitors, customers, and

clients are strictly prohibited and will not be tolerated. Harassment may include, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence.

1.14 Sexual Harassment Policy

A-1 Chipseal has a zero-tolerance policy towards sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Inappropriate sexual conduct, whether in written or verbal communications, or in physical gestures or other nonverbal behavior, is strictly prohibited.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of conduct that may constitute sexual harassment: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to PWD; (h) offering or providing favors or employment benefits such as promotions, or favorable evaluations in exchange for sexual favors; (i) unwelcome touching, grabbing, fondling, kissing, massaging, or brushing up against another's body.

1.15 Reporting Discrimination and Harassment

If you believe you have witnessed, or been subject to, any form of discrimination or workplace harassment based on the protected classes outlined above, including sexual harassment, please use the following complaint procedure. A-1 Chipseal expects employees to make a timely complaint to enable the Company to promptly investigate and correct any behavior that may be in violation of this policy.

Report the incident to the HR Department, or your department manager who will promptly investigate the matter and take appropriate corrective action. Your complaint will be kept as confidential as practicable.

If A-1 Chipseal determines that an employee's behavior is in violation of its EEO or harassment policies, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

A-1 Chipseal prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be promptly investigated.

1.16 Violence in the Workplace

A-1 Chipseal Company has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect A-1 Chipseal, or which occur on A-1 Chipseal or client property, will not be tolerated.

1.17 Confidential Information and Nondisclosure

By continuing employment with A-1 Chipseal, employees agree that they will not disclose or use any of A-1 Chipseal's confidential information, either during or after their employment. A-1 Chipseal Company sincerely hopes that its relationship with its employees will be long-term and mutually rewarding. However, employment with A-1 Chipseal Company assumes an obligation to maintain confidentiality, even after an employee leaves employment with A-1 Chipseal.

1.18 Ethical Standards

A-1 Chipseal insists on the highest ethical standards in conducting its business. Doing the right thing and acting with integrity are the two driving forces behind A-1 Chipseal's great success story. When faced with ethical issues, employees are expected to make the right professional decision consistent with A-1 Chipseal Company's principles and standards.

1.19 Dress Code

Employees of A-1 Chipseal Company are expected to present a clean and professional appearance while conducting business, in or outside of the office. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, or that negatively affects A-1 Chipseal's reputation or image is not acceptable.

1.20 Use of Equipment

A-1 Chipseal Company will provide employees with the equipment needed to do their job. None of this equipment should be used for personal use, nor removed from the physical confines of A-1 Chipseal —unless it is approved for a job that specifically requires use of company equipment outside the physical facility.

1.21 Use of Computer, Phone, and Mail

A-1 Chipseal property, including computers, phones, electronic mail, and voice mail, should be used only for conducting company business. Incidental and occasional personal use of company computers, phones, or electronic mail and voice mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages. A-1 Chipseal Company complies with all federal and state laws regarding communication via mobile phone on the job and while driving to job related sites. Texting while driving is illegal in the State of Colorado. A-1 Chipseal Company does not condone the use of mobile phones in this manner and will be grounds for disciplinary action as defined in our safety policy.

1.22 BYOD Policy

For security and safety reasons, A-1 Chipseal requires their employees to purchase and use smartphones (or tablets) to log their time. If employees do not follow the policies and procedures outlined below, an employee may be terminated.

A-1 Chipseal employees must agree to the terms and conditions set forth in this Policy in order to be employed by A-1 Chipseal.

Acceptable Use During Working Hours

- The Company defines acceptable business use as activities that directly or indirectly support the business of A-1 Chipseal.
- Photos and videos of jobsites are for internal use only and are not to be shared on social media or via email, text, etc. without written consent from the owner of the Company.
- Devices MAY NOT be used at any time to:
 - o Store or transmit proprietary information belonging to the Company or another company
 - o Harass Others
- The Company defines acceptable personal use on Company time as reasonable and limited personal communication or recreation, such as reading or playing a game during rest breaks.
- Employees may use their mobile device to access the Company's timecard app and calendar.
- Salaried employees may also use their device to access their Company-provided email account.
- A-1 Chipseal has a zero-tolerance policy for texting, emailing, etc. while driving. Only hands-free talking while driving is permitted.

Devices and Support

- Smartphones including iPhone, Android, Blackberry and Windows phones are recommended.
- Tablets including iPad and Android are also allowed.
- Any necessary support will be available as needed by a company representative.
- Devices must be installed with the Company's current timecard program in order to report all hours worked.

Reimbursement

- The Company will not reimburse the employee for the cost of the device.
- The Company will not reimburse the employee for company use.
- The company will not reimburse the employee for the following charges: roaming, plan coverages, etc.

Security

- In order to prevent unauthorized access, devices must be password protected using the features of the device and a strong password is required to access the Company network.
- The Company's strong password policy is: passwords must be at least six characters and a combination of upper- and lower-case letters, numbers and symbols. The Company will require each employee to have either a Company-generated or employee generated password to access necessary programs to enable each individual to do their job effectively. It is important that these passwords are unique and not shared in order to protect the employees as well as the company.
- The device must lock itself with a password or PIN if it's idle for five minutes.
- Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network.
- Employees' access to Company data is limited based on user profiles defined by IT and automatically enforced.
- All passwords related to business activities will be changed upon termination of employment and you will not have access to Company data.

Risks/Liabilities/Disclaimers

- The Company reserves the right to disconnect Company-owned devices or disable Company-paid services without notification.
- Lost or stolen devices must be reported to the Company within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.
- The employee assumes full liability for risks including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.
- A-1 Chipseal reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

1.23 Use of Internet

Company-provided Internet access and the email system are intended to be used for business reasons. However, the occasional use of these systems for nonwork-related reasons is permitted during nonworking time, including before and after work and during rest periods and lunch.

The principal purpose of email and Internet access should be to conduct A-1 Chipseal business. Under no circumstances is use of these systems permitted to access prohibited or inappropriate websites (as determined at the sole discretion of management).

1.24 Use of Computer Software

A-1 Chipseal does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that “it is illegal to make or distribute copies of copyrighted material without authorization” (Section 106). The only exception is the user’s right to make a backup copy for archival purposes (Section 117).

1.25 Smoking Policy

No smoking of any kind is permitted inside any A-1 Chipseal office or Company vehicles. Smoking may take place only in designated smoking areas outside A-1 Chipseal facilities.

1.26 Alcohol and Substance Abuse

It is the policy of A-1 Chipseal that the workplace be free of illicit drugs and alcoholic beverages, and free of their use. In addition to damage to respiratory and immune systems, malnutrition, seizures, loss of brain function, liver damage, and kidney damage, the abuse of drugs and alcohol has been proven to impair the coordination, reaction time, emotional stability, and judgment of the user. This could have tragic consequences where demanding or stressful work situations call for quick and sound decisions to be made. A-1 Chipseal has a zero-tolerance policy for use of drugs and/or alcohol. If an employee tests positive for drugs and/or alcohol, this is grounds for termination. A-1 Chipseal reserves the right to conduct random or reasonable suspicion drug testing of its employees. It is still a federal law that marijuana is illegal in the United States; therefore, the possession of a Medical Marijuana Card is not an acceptable reason for a positive drug test and will be grounds for termination. A-1 Chipseal Co. has a “NO TOLERANCE POLICY”. If you refuse or test positive for a drug test you will be TERMINATED and not eligible for rehire.

Random Testing

All employees shall be subject to drug and alcohol testing on an unannounced and random basis. The primary purpose of unannounced random testing is to deter illegal drug and alcohol use which may affect work performance or safety, and to ensure a drug free workforce.

Fifty percent of the testing pool will be randomly selected for drug testing each year and 25 percent will be selected for alcohol testing. The selections will be spread reasonably over a 12-month period.

In addition:

- (1) Random tests will only be administered just before, during, or shortly after an employee's work time.
- (2) Employees must remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.
- (3) Employees shall be selected for testing by using a computer-based random number generator.
- (4) No advance warning will be given to employees regarding the dates and times of random testing.

Reasonable Suspicion Testing

Any employee whom the Company reasonably suspects may be affected by the use of drugs or alcohol which may adversely affect job performance, safety or the work environment may be required to submit to a drug and/or alcohol test. Reasonable suspicion testing is done to identify drug and alcohol affected employees who may pose a danger to themselves or others in their job performance. Trained supervisors will make the decision whether there is reasonable suspicion to believe an employee is impaired by or under the influence of a drug or alcohol while on duty in violation of this policy.

- a. The decision to test must be based on a reasonable and articulable suspicion or belief that the employee is under the influence of an unauthorized drug or alcohol. Reasonable suspicion is a belief based on contemporaneous articulable observations concerning the employee's appearance, behavior, speech or body odors, or other reliable evidence or information that the employee is under the influence of or impaired by drugs or alcohol. For example, any of the following, either alone or in combination, may constitute reasonable suspicion:
 1. Slurred speech;
 2. Irregular or unusual speech patterns;
 3. Impaired judgment;
 4. Alcohol odor on breath;
 5. Uncoordinated walking or movement;
 6. Unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity,
 7. Possession of drugs or alcohol;
 8. Observation of drug or alcohol use prior to reporting to work or during working hours.

Reasonable suspicion determinations will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

The observing supervisor shall document the events and record the behavioral signs and symptoms that support the reasonable suspicion. If possible, a second supervisor should also observe the employee to verify that there is a reasonable basis to believe that a drug or alcohol violation has occurred.

- b. When a determination is made that reasonable suspicion exists that an employee is under the influence of drugs or alcohol in violation of this policy, the employee shall be immediately relieved of his/her duties, pending further action.
 - o The observing supervisor shall immediately notify the department head or other appropriate supervisor if reasonable suspicion is found to exist. Upon review, the department head or other appropriate supervisor may direct or authorize that the employee in question immediately submit to a drug and/or alcohol test.
- c. If a non-supervisory employee has reason to believe that a supervisor subject to this policy is under the influence of drugs or alcohol at work in violation of this policy, then s/he shall report such potential violation to Stephanie Wallis who will thereafter take appropriate action.

1.27 Gifts

Advance approval from management is required before an employee may accept or solicit a gift of any kind from a client. Employees are not permitted to give unauthorized gifts to clients.

1.28 Solicitations and Distributions

Solicitation for any cause during working time and in working areas is not permitted. Employees are not permitted to distribute non-Company literature in work areas at any time during working time.

1.29 Corrective Procedure

Unacceptable behavior that does not lead to immediate dismissal may be dealt with in any of the following manners: (a) Verbal Warning, (b) Written Warning, (c) Decision-Making Paid Leave/Counseling Session, (d) Termination.

1.30 Crisis Suspension

An employee who commits any serious violation of A-1 Chipseal Company policies at minimum will be suspended without pay pending an investigation of the situation. Following the investigation, the employee may be terminated without any previous disciplinary action having been taken.

1.31 Transfer Policy

A-1 Chipseal recognizes that a desire for career growth and other needs may lead an employee to request a transfer to another position. An employee with proper qualifications will be eligible for consideration for transfer to another department provided that the transfer does not occur within one year of the employee's date of hire or within one year of any previous transfer.

1.32 Outside Employment

Employees may not take an outside job, either for pay or as a donation of their personal time, with a customer or competitor of A-1 Chipseal; nor may employees do work on their own if it competes or interferes in any way with the sales of products or services that A-1 Chipseal provides to its clients.

1.33 Employment Termination/Resignation

After the application of disciplinary steps, if it is determined by management that an employee's performance does not improve, or if the employee is again in violation of A-1 Chipseal practices, rules, or standards of conduct, following a Decision-Making Leave, employment with A-1 Chipseal will be terminated.

1.34 Exit Interview

In a voluntary separation situation, A-1 Chipseal management would like to conduct an exit interview to discuss the employee's reasons for leaving and any other impressions that the employee may have about A-1 Chipseal.

1.35 Return of Company Property

Any A-1 Chipseal property issued to employees, such as computer equipment, keys, parking passes or company credit card, must be returned to A-1 Chipseal at the time of termination. Employees will be responsible for any lost or damaged items.

LEAVES OF ABSENCE

1.1 Family and Medical Leave Act

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA"). This Policy provides employees with information concerning FMLA entitlements and obligations employees may have during such leaves.

As required by the FMLA, A-1 Chipseal provides up to 12 work weeks of unpaid, job-protected leave per 12-month period of employment to eligible employees for certain family and medical reasons and qualifying military exigency leave. A-1 Chipseal also provides up to 26 weeks of unpaid, job protected leave per 12-month period of employment to eligible employees for certain military caregiver leave.

Eligibility Requirements

Employees are eligible for FMLA if:

- The employee has been employed for at least one year (need not be consecutive); and
- The employee has worked at least 1250 hours during the 12-month period immediately preceding the commencement of the leave.

Time spent on an approved Military Leave of Absence will be considered time worked for purposes of eligibility.

Basic Leave Entitlement

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration for certain family and medical reasons.

The 12-month period is determined on a "rolling" 12-month basis, measured backward from the date an Employee uses any FMLA leave.

Leave may be taken for anyone, or for a combination, of the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or childbirth.
- To care for the employee's son or daughter after birth or placement for adoption or foster care. Entitlement to FMLA leave taken for this reason expires at the end of the 12-month period beginning on the dates of the birth or placement of the child.
- To care for the employee's spouse, son or daughter, or parent (but not in-law) who has a serious health condition.

- For the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job.
- Because of any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is a military member on covered active duty or call to covered active duty in (a) the Reserve component of the U.S. Armed Forces for deployment to a foreign country in support of contingency operations, or (b) the Regular U.S. Armed Forces for deployment to a foreign country.

Note:

1. Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the Employee (i.e., had day-to-day responsibility to care for and financially support the Employee when he or she was a son or daughter as defined below. This term does not include an employee's parents-in-law.
2. Son or daughter means, for purposes of the FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under age 18, or 18 or older and "incapable of self-care because of a mental or physical disability" at the time the FMLA leave is to commence. The age when the disability occurs is irrelevant to determine whether an adult son or daughter has a mental or physical disability.
3. Spouse means a husband or wife, and includes an individual in a same-sex, domestic partnerships, civil unions, or common-law marriage that either: (1) was entered into in a State that recognizes such marriages; or (2) if entered into out of the United States, is valid in the place where entered into and could have been entered into in at least one State.
4. Qualifying exigencies may include short-notice deployment, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings. Entitlement to FMLA leave for the birth of an employee's child expires at the end of the 12-month period beginning on the date of the birth.

When spouses are both employed by the Company and eligible for FMLA leave, they will be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth of the employee's child or to care for the child after birth, for the placement of a child with the employee for adoption of foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.

Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continued treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other permanent and long-term conditions, as well as conditions requiring multiple treatments may also meet the definition of continuing treatment.

Additional Military Family Leave Entitlement Under the FMLA (Injured Service-member Leave)

Under the FMLA, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember, is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. The single 12-month period begins on the first day an eligible Employee takes leave to care for the injured covered servicemember.

FMLA leave to care for a service member shall only be available during a single-12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period.

A “covered servicemember” is a current member of the Armed Forces (including the Reserves and National Guard) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. Covered servicemembers also includes a veteran who is discharged or released from military service under condition other than dishonorable at any time during the 5-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this Policy as “covered veterans.”

The FMLA definition of a “serious injury or illness” applicable to current Armed Forces members and covered veterans is distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

Required Employee Notice Concerning Need for Leave

To trigger FMLA leave protections, employees must inform Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known.

Calling in “sick,” without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this Policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying. If employees fail to explain the reasons for leave, the leave may be denied.

Employees must provide 30 days advance notice of the need to take leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have leave delayed or denied. Employees must also follow the Company’s usual and customary notice and procedural requirements when requesting FMLA leave, absent unusual circumstances, including providing written notice of the employee’s need for leave.

If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA leave may be delayed or denied. Additionally, when planning medical treatment, you must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations.

Medical Certifications Supporting Leave

Employees requesting leave because of their own, or a family member’s serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days’ notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company’s request, unless it is not practicable to do so despite an employee’s diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company’s expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

For employees seeking leave due to qualifying exigencies of a covered military members, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested.

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. In all cases, the Company may request recertification of a medical condition every six months in connection with an employee's absence. The Company also may request certification in less than 30 days, or before the minimum duration of the condition has elapsed, if: a) employees request extensions of leaves; b) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications, etc.); or c) the Company receives information casting doubt upon an employee's stated reason for the absence or the continuing validity of a certification.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information under this policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Report Periodically Concerning Intent to Return to Work [Optional]

Employees must contact the Company once a month regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date.

Intermittent Leave and Reduced Leave Schedules

Employees may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered

family member or the serious injury or illness of a covered servicemember or for qualifying exigency leave. When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

Benefits During FMLA Leave

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through Cobra Administration.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not re-turn to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

Use of Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid leave. The use of accrued paid time during FMLA leave does not extend the length of such leave and shall run concurrently with an employee's FMLA leave entitlement. However, seniority and other employment benefits will not accrue during any such leave. You will, of course, retain any benefits you had earned, including seniority, prior to the beginning of your leave. In addition, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA leave entitlement.

Job Restoration Following Leave

Employees on leave must contact the Human Resource Department at least two days before their first day of return. Unless notified that providing such certifications is not

necessary, an employee returning to work from FMLA leaves that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

Upon return from a leave, you will be reinstated to your original or to an equivalent position, with equivalent pay, benefits and other terms of employment. Employees returning to work who have work-related restrictions and/or who may need a work-related accommodation should contact Human Resources.

1.2 Leave for Volunteer Fire Fighters

Volunteer firefighter employees that have previously provided BVCC with documentation from the Chief of the Fire Department that the employee is a volunteer firefighter and that BVCC has determined are not "essential employees" as defined in C.R.S. §13-30-1131, will receive unpaid leave for responding to an emergency summons issued by the Fire Chief. Following the leave, employees must provide a written statement from the Fire Chief verifying the time, date and duration of the employee's absence and confirming that the absence was due to the emergency summons.

Employees will not be given more than 15 days leave in a calendar year to attend to Voluntary Fire Fighter duties.

1.3 Voting Leave

Employees are allowed up to two hours of paid leave between the opening and closing time of the polls in which to vote, provided the employee makes an application for leave at least one day in advance. Employees may request that such leave begin to coincide with the start or end of the employee's workday. This policy does not apply to employees whose work schedules begin or end three or more hours from the time of the opening and closing of the polls.

1.4 Jury Duty Leave

A-1 Chipseal realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. You are expected, however, to provide the Company with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty. Employees on jury duty leave will be paid their regular wages for the first three days spent on jury duty service, not to exceed \$50 a day; however, exempt employees will be paid their full salary for any week in which they perform authorized work for the Company.

1.5 Crime Victim Leave

A-1 Chipseal will provide unpaid leave up to three (3) working days per fiscal year to employees who are victims of stalking, sexual assault, domestic abuse, or domestic violence. The leave is available for seeking a civil protection order (restraining order), obtaining medical or psychological care for the employee or the employee's children, securing legal assistance or participating in related court proceedings, securing the home from the perpetrator, or seeking alternative housing.

To be eligible an employee must have one (1) year of service with A-1 Chipseal. Prior to receiving such leave, A-1 Chipseal may require the employee to exhaust any and all annual or vacation leave, personal leave, and sick leave.

Leave will be granted provided the employee gives A-1 Chipseal at least three (3) days advance notice of the employee's intention to take time off and provides appropriate documentation, which may include documentation from the court or the prosecuting attorney that the employee appeared in court. In cases of imminent danger to the health and safety of the employee, reasonable advance notice is not required.

A-1 Chipseal will keep all information related to this leave confidential.

1.6 Colorado Paid Sick Leave

Eligibility. The Company provides paid sick leave to all hourly employees.

Accrual. Employees begin accruing paid sick leave pursuant to this policy on January 1, 2021 or at the start of employment, whichever is later. Employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of forty-eight (48) hours each year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using accrued paid sick leave immediately. Paid sick leave may be used in hourly increments. An employee may not use more than forty-eight (48) hours of accrued paid sick leave in any year.

Employees may use accrued paid sick leave because:

- 1) the employee has a mental or physical illness, injury, or health condition that prevents the employee from working, needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventive medical care;
- 2) the employee needs to care for a family member who has a mental or physical illness, injury, or health condition, needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or needs to obtain preventive medical care;
- 3) the employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:
 - a. Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
 - b. Obtain services from a victim services organization;
 - c. Obtain mental health or other counseling;
 - d. Seek relocation due to the domestic abuse, sexual assault, or harassment; or
 - e. Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment; or
- 4) due to a public health emergency, a public official has ordered closure of the employee's place of business or the school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child.

For purposes of this policy, “family member” means a person who is related to the employee by blood, marriage, civil union, or adoption, a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor or a person for whom the employee is responsible for providing or arranging health- or safety-related care.

An employee’s use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Notice and Documentation. Employees may make requests to use paid sick leave in writing or electronically. When possible, employee should include the expected duration of the absence. Employees must provide reasonable advance notice of the need to use accrued paid sick leave to the Human Resource Manager if the need is foreseeable and also must make a reasonable effort to schedule the use of paid sick leave in a manner that does not unduly disrupt the operations of the Company. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require reasonable documentation that the paid sick leave was used for a purpose authorized under applicable law for paid sick leave used for four (4) or more consecutive workdays. The Company will not require the disclosure of details relating to domestic violence, sexual assault, or stalking or the details of an employee’s or an employee’s family member’s health information as a condition of providing paid sick leave.

Payment. Paid sick leave will be paid at the same hourly rate or salary and with the same benefits, including health care benefits, as the employee normally earns during hours worked. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty-eight (48) hours of accrued, unused paid sick leave under this policy to the following calendar year. Accrued but unused paid sick leave under this policy will not be paid at separation.

Additional Public Health Emergency Paid Sick Leave. In addition to paid sick leave accrued as set forth above, on the date a public health emergency is declared, the Company will supplement each employee’s accrued paid sick leave as necessary to ensure that an employee may take the following amounts of paid sick leave for the purposes specified below: for employees who normally work forty (40) or more hours in a week, at least eighty (80) hours; for employees who normally work fewer than forty (40) hours in a week, at least the greater of either the amount of

time the employee is scheduled to work in a fourteen (14) day period or the amount of time the employee actually works on average in a fourteen (14) day period. The Company may count an employee's unused accrued paid sick leave as forth above toward the supplemental paid sick leave required for a public health emergency. An employee may use public health emergency paid sick leave until four (4) weeks after the official termination or suspension of the public health emergency. Employees may use public health emergency paid sick leave for the following absences related to a public health emergency:

- 1) an employee's need to self-isolate and care for oneself because the employee is diagnosed with a communicable illness that is the cause of a public health emergency, self-isolate and care for oneself because the employee is experiencing symptoms of a communicable illness that is the cause of a public health emergency, seek or obtain medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency, seek preventive care concerning a communicable illness that is the cause of a public health emergency; or
- 2) an employee's need to care for a family member who is self-isolating after being diagnosed with a communicable illness that is the cause of a public health emergency, is self-isolating due to experiencing symptoms of a communicable illness that is the cause of a public health emergency, needs medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency, or is seeking preventive care concerning a communicable illness that is the cause of a public health emergency;
- 3) with respect to a communicable illness that is the cause of a public health emergency:
 - a. A local, state, or federal public official or health authority having jurisdiction over the location in which the employee's place of employment is located or the employee's employer determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness; or
 - b. Care of a family member after a local, state, or federal public official or health authority having jurisdiction over the location in which the family member's place of employment is located or the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;
- 4) care of a child or other family member when the individual's childcare provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state, or federal public official or at the discretion of the school or place of care due to a public health emergency,

including if a school or place of care is physically closed but providing instruction remotely;

- 5) an employee's inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

Employees must notify the Company of the need for public health emergency paid sick leave as soon as practicable when the need for paid sick leave is foreseeable and the Company's place of business has not been closed. Documentation is not required to take public health emergency paid sick leave. Employees are only eligible for public health emergency paid sick leave in the amount described above once during the entirety of a public health emergency even if such public health emergency is amended, extended, restated, or prolonged.

Enforcement & Retaliation. The Company cannot retaliate against an employee for requesting or using paid sick leave and an employee has the right to file a complaint with the Division of Labor Standards and Statistics in the Colorado Department of Labor and Employment or bring a civil action if paid sick leave is denied by the Company or the Company retaliates against the employee for exercising the employee's rights under applicable law.

If employees have any questions regarding this policy, they should contact the Human Resources Manager.

1.7 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or applicable state laws. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

For up to 12 weeks of military leave each calendar year or leave period (whichever is longer), full-time employees will receive a pay differential equal to the difference between their current base rate and their military pay, subject to statutory deductions (i.e. taxes and benefits premiums). Current base rate for a full-time hourly employee is determined on the basis of a forty (40) hour week or if less than forty (40) hours – an average of the hours worked per week over the last twelve-month period. Commissioned associate's pay is calculated by the average of the past twelve month's commissions. The employee will be on an unpaid leave until he or she provides the Company with documents verifying his or her military pay rate. Upon furnishing these documents, the employee will receive any retroactive pay differential. Any additional military leave will be unpaid. However, employees may use any available paid time off for the absence.

Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please contact the Human Resources Department for further information about your eligibility for Military Leave.

COMPENSATION POLICIES

1.36 Timekeeping Procedures

Non-Exempt Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management. Time records must be completed in accordance with the A-1 Chipseal time-reporting guidelines.

Any errors in your time record should be reported immediately to your supervisor, who will attempt to correct legitimate errors.

1.37 Overtime Pay

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Employees must receive prior authorization from their supervisor before working any overtime.

1.38 Payroll and Paydays

The frequency of A-1 Chipseal payroll distribution is not dependent upon an employee's employment status. Regular full-time salary employees (exempt or non-exempt), regular hourly non-exempt employees, and contingent hourly non-exempt employees are paid weekly on or by the Friday following the end of the pay week.

1.39 Accessing Paystubs

Upon hire, you will receive an email with a username and instructions on how to access your paystub information. In the email, you will be prompted to finish setting up your account with the Company's payroll system, Eaccess. Once you have set up your Eaccess account, you can access your paystubs at <https://eaccess.foundationsoft.com/Login>

1.40 Opportunities for Advancement—Progression and Promotion

A-1 Chipseal would like to provide employees with every opportunity for advancing to other positions or opportunities within the company. Approval of progression moves, or promotions depends largely upon training, experience, work record, and business need. However, A-1 Chipseal Company reserves the right to look outside the company for potential employees as well.

GROUP HEALTH AND RELATED BENEFITS

1.41 Benefits Summaries and Eligibility

A-1 Chipseal sponsors a comprehensive benefits program for eligible employees, and each benefit plan has specific eligibility conditions. The benefits are summarized in separate booklets called “summary plan descriptions,” which are provided to all eligible employees. The details of each benefit are contained in separate legal documents known as the “plan documents,” which take precedence over anything contradictory in the summaries.

Please contact the HR Department for additional information on eligibility and benefit information.

1.42 Pre-tax Deductions for Expenses

A-1 Chipseal employees participating in any of the basic health insurance plans, i.e., group medical, dental and/or vision, are required to contribute to payment of the plan(s) premium(s) via payroll deduction cost sharing. In accordance with U.S. Internal Revenue Service provisions, A-1 Chipseal Company provides employees the opportunity to participate in (a) Section 125 Plan.

1.43 Educational Assistance

A-1 Chipseal believes that education leads to self-improvement and recognizes that the skills and knowledge of its employees are critical to the success of the organization. In that vein, A-1 Chipseal encourages higher education and is willing to assist in payment of books for courses which are directly related to an employee’s present job, or which will help an employee prepare for more responsibilities or promotions within the organization. Please contact HR to inquire about this benefit.

7 EXPENSES

1.44 Company Supplies, Other Expenditures

Only authorized persons may purchase supplies in the name of A-1 Chipseal. No employee whose regular duties do not include purchasing may incur any expense on behalf of A-1 Chipseal. Without a properly approved purchase order, A-1 Chipseal is not obligated for any purchase.

ACKNOWLEDGMENT

I acknowledge that I have received a copy of the A-1 Chipseal Company's Employee Handbook. I will read and become familiar with it.

I understand this document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because A-1 Chipseal Company's operations may change, the contents of this Handbook may be changed, revoked, or supplemented at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

If, at any time, I have questions regarding A-1 Chipseal Company policies I will direct them to my manager or the Human Resources Department.

I understand that my employment is terminable at will, either by myself or A-1 Chipseal Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of employment will alter "at will" status.

I understand that my signature below indicates that I have read and understand the above statements.

Employee's Printed Name

Position

Employee's Signature

Date

4852-6244-4975, v. 1

Effective 01/01/2019
Version 10-001

A-1 Chipseal at its option, may change, delete, suspend, or discontinue parts or the policy in its entirety, at any time without prior notice. In the event of a policy change, employees will be notified. Any such action shall apply to existing as well as to future employees.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2023

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 Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Moody Insurance PHONE (A/C, No, Ext): (303) 824-6600 FAX (A/C, No): (303) 370-0118 E-MAIL ADDRESS: certrequest@moodyins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Selective Insurance Co of America	NAIC # 12572
INSURER B: Pinnacol Assurance	41190
INSURER C: Evanston Insurance Company	35378
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 23-24 Master**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	☒ COMMERCIAL GENERAL LIABILITY	Y		S2501487	02/01/2023	02/01/2024	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR						\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 500,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						\$ 15,000
	OTHER:						PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ 2,000,000
							\$
A	☒ AUTOMOBILE LIABILITY			S2501487	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident)
	☒ ANY AUTO						\$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						\$
	☐ HIRED AUTOS ONLY						\$
							BODILY INJURY (Per person)
							\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							Uninsured motorist
							\$ 1,000,000
A	☒ UMBRELLA LIAB			S2501487	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE
	☒ EXCESS LIAB						\$ 10,000,000
	☐ CLAIMS-MADE						\$ 10,000,000
	DED ☒ RETENTION \$ \$0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	4055760	02/01/2023	02/01/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$ 500,000
							\$ 500,000
C	Pollution Liability			CPLMOL114903	02/01/2023	02/01/2025	Each Occurrence Limit
							\$5,000,000
							\$5,000,000
							Deductible
							\$10,000

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

The City of Pueblo, its agents, officers and employees are designated as additional insured.
 23-056 (CI2309) Asphalt Improvements - Regency Crest

CERTIFICATE HOLDER**CANCELLATION**

City of Pueblo, a Municipal Corporation 230 S. Mechanic Street Pueblo CO 81003	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 <i>Moody Insurance Agency</i>
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AGENCY CUSTOMER ID: 00015073
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED A-1 Chipseal Company, DBA: Rocky Mountain Pavement, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Additional Named Insureds:
A-1 Chipseal Company
DBA Rocky Mountain Pavement, LLC
Black Rock Material & Supply, LLC
DBA Rocky Mountain Parking Lot Services

Location Schedule:
2505 E. 74th Avenue, Denver, CO 80229
7231-35 Cole View, Colorado Springs, CO 80915
20 Monarch Lane, Pueblo, CO 81004
4690 Joliet Street, Demver, CO 80229
10800 Highway 90, Arvada CO 80403

Inland Marine Policy:
Policy Number: S2501487
Policy Effective Dates: 2-1-2023 to 2-1-2024
Insurer: Selective Insurance Company of America

Total Combined Scheduled Contractor's Equipment Value: \$8,139,068

Scheduled Contractor's Equipment Deductible: \$10,000
Leased & Rented Equipment From Others Limit: \$1,000,000

General Liability Policy:
General Liability Deductible: \$2,000
CG 73 00 01/19 From Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CG 79 88 01/19.

Blanket Waiver of Subrogation applies only to the extent provided in from CG 73 00 01/19.
General Liability Policy is Primary and Non-Contributory only to the extent provided in form CG 79 88 01/19.

Auto Liability Policy:
Physical Damage Deductibles: Comprehensive: \$2,000, Collision: \$2,000
CA 78 09 / From Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CA 78 09 11/17.
Blanket Waiver of Subrogation applies only to the extent provided in from CA 78 09 11/17.

Umbrella Policy:
Umbrella Policy is on a follow1) form basis for underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability.
Additional insured status will follow when required by written contract, including Primary and Non-Contributory Status.

Worker's Compensation Policy:
359-B Form Attached Includes:
Blanket Waiver of Subrogation status applies when required by written contract.

****Please Note Hard Copies of Endorsement will not be sent out via mail. All Endorsements will only be sent electronically via email. Please send your email address to certrequest@moodyins.com for forms and future mailings****

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident"
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension



DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

General Liability Extension EndorsementCOMMERCIAL GENERAL LIABILITY
CG 73 00 01 19**SUMMARY OF COVERAGES (including index)**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3



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General Liability Extension EndorsementCOMMERCIAL GENERAL LIABILITY
CG 73 00 01 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments**SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY****EXCLUSIONS****Employer's Liability Amendment**

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.



B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and



2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;



3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or

- b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V - DEFINITIONS:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17, "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5, "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3, "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.



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

COMMERCIAL UMBRELLA LIABILITY
CXL 456 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. The following is added to Paragraph M. Transfer Of Rights Of Recovery Against Others To Us under SECTION IV — CONDITIONS:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial Umbrella Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Either:
 - a. Waive any right of recovery against that person or organization; or
 - b. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract";
2. And:
 - a. Include such person or organization as an additional insured on your Commercial Umbrella Liability Coverage Part; and
 - b. The "underlying insurance" contains a substantially similar waiver of recovery rights.

Such waiver by us applies only to the person or organization identified above and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

B. The following Definition is added to SECTION V — DEFINITIONS:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

OTHER INSURANCE CONDITION FOR ADDITIONAL INSURED — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 449 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION IV — CONDITIONS**, Paragraph **H. Other Insurance**:

With respect to each additional insured under **SECTION II, WHO IS AN INSURED**, Paragraph **A.5.**, this insurance is (i) excess over any "underlying policy", and (ii) primary to, and we will not seek contribution from, any other insurance providing coverage to any such additional insured whether primary or excess. However, we will not waive our right to seek contribution from other insurance unless:

- a. The additional insured is a Named Insured under such other insurance;
- b. The additional insured is included as an additional insured on an "underlying policy";
- c. You have agreed in a written contract, written agreement or written permit that this insurance would be primary to and/or would not seek contribution from any other insurance provided to the additional insured; and
- d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any "underlying insurance", subject to **SECTION III — LIMITS OF INSURANCE**.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

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ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. BLANKET ADDITIONAL INSURED

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".



If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

- c. The coverages provided in Paragraphs **a.** and **b.** do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. Exclusions

- (1) With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- (2) With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

- (1) The additional insured is a Named Insured under such other insurance.
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(4)** and **(5)** do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

- (1) Personal property in the care, custody or control of the insured; and

- (2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under (1) and (2) above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under (1) and (2) above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM OR SIMILAR PROJECT

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

- (v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion (**SECTION I COVERAGES; COVERAGE A, exclusion e.**) does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) Arising out of his or her providing or failing to provide professional health care services.

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph c. is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph f.(1) is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.





7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4055760

A-1 Chipseal Company dba Rocky Mounta
Rocky Mountain Pavement LLC
2505 E 74th Ave
Denver, CO 80229

Moody Insurance Agency Inc
8055 E. Tufts Ave
Ste 1000
Denver, CO 80237
(303) 824-6600

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: February 1, 2023 Expires on: February 1, 2024
Pinnacol Assurance has issued this endorsement January 23, 2023



For this Record...

- Filing history and documents
- Trade names
- Get a certificate of good standing
- File a form
- Subscribe to email notification
- Unsubscribe from email notification
- Subscribe to text notification
- Unsubscribe from text notification

- Business Home
- Business Information
- Business Search

FAQs, Glossary and Information

Summary

Details			
Name	A-1 CHIPSEAL COMPANY		
Status	Good Standing	Formation date	11/09/1992
ID number	19921107820	Form	Corporation
Periodic report month	November	Jurisdiction	Colorado
Principal office street address	2505 E 74th Ave, Denver, CO 80229, US		
Principal office mailing address	2505 E 74th Ave, Denver, CO 80229, US		

Registered Agent	
Name	Daniel J. Gryzmala
Street address	2505 E 74th Ave, Denver, CO 80229, US
Mailing address	2505 E 74th Ave, Denver, CO 80229, US

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[Trade names](#)

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

A-1 CHIPSEAL COMPANY

is a

Corporation

formed or registered on 11/09/1992 under the law of Colorado, 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 19921107820 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/05/2023 that have been posted, and by documents delivered to this office electronically through 04/07/2023 @ 07:35:02 .

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 04/07/2023 @ 07:35:02 in accordance with applicable law. This certificate is assigned Confirmation Number 14855805 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

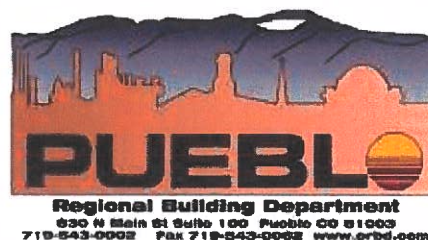
*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Licensed Contractor - # 0015542

This is to certify that

**A-1 CHIPSEAL COMPANY
dba: ROCKY MOUNTAIN PAVEMENT
2505 E 74TH AVE
DENVER CO 80229**



Phone: 303-464-9267

**is hereby licensed to engage as a Contractor limited to :
D42 - Paving**

**as provided under Title IV, Chapter I of the Pueblo Municipal Code, as amended, until
December 31, 2023 unless this license shall be sooner revoked.**


BUILDING OFFICIAL

**Please check out our E-Gov website at www.prbd.com for live online permits and inspection requests.
Additional features will be added shortly.**



A-1 CHIPSEAL COMPANY

Unique Entity ID P1TAD66X4PM6	CAGE / NCAGE 5NJ38	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 27, 2024	
Physical Address 2505 E 74TH AVE Denver, Colorado 80229-6621 United States	Mailing Address 2505 E 74TH AVE Denver, Colorado 80229-6621 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Colorado 08	State / Country of Incorporation Colorado / United States	URL www.a-1chipseal.com

Registration Dates

Activation Date Mar 30, 2023	Submission Date Mar 28, 2023	Initial Registration Date Aug 25, 2009
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Entity Dates

Entity Start Date Nov 9, 1992	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (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.gov) 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 displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov 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 Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

DocuSign Envelope ID: 2D37C9E5-5ADE-4D9A-BAEC-27D7DC8034BD

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	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	5NJ38

Points of Contact**Electronic Business**

 Stephanie Wallis	2505 E 74TH AVE Denver, Colorado 80229 United States
Stephanie Wallis	2001 W. 64TH Lane Denver, Colorado 80221 United States

Government Business

 Stephanie Wallis	2505 E 74TH AVE Denver, Colorado 80229 United States
Stephanie Wallis	2001 W. 64TH Lane Denver, Colorado 80221 United States

Past Performance

 Stephanie Wallis	2001 W. 64TH Lane Denver, Colorado 80221 United States
Stephanie Wallis	2001 W. 64TH Lane Denver, Colorado 80221 United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction

Product and Service Codes

PSC	PSC Name
5610	Mineral Construction Materials, Bulk
S218	Housekeeping- Snow Removal/Salt
Y1LB	Construction Of Highways, Roads, Streets, Bridges, And Railways
Y1LZ	Construction Of Parking Facilities
Z2LZ	Repair Or Alteration Of Parking Facilities

Disaster Response

This entity does not appear in the disaster response registry.

 city of PUEBLO colorado		DEPARTMENT OF FINANCE P.O. BOX 1427 PUEBLO, COLORADO 81002 (719) 553-2659 www.pueblo.us saletax@pueblo.us		LICENSE	
				LICENSE NUMBER: 19491	
LICENSE FOR WHICH RECORD IS ISSUED Use Tax Only - L2		UNITS 1	Expiration Date 12- 31- 2023	LICENSE FEE 50.00	
NOTICE: THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT ALL TIMES					
DATE OF ISSUE 04- 11- 2023			BY <u>Finance Director</u> FOR CITY LICENSE OFFICER		
ROCKY MOUNTAIN PAVEMENT A-1 CHIPSEAL COMPANY 2505 E 74TH AVE DENVER, CO 80229		ROCKY MOUNTAIN PAVEMENT 2505 E 74TH AVE DENVER, CO 80229		NOTICE: IF THE NATURE OF YOUR BUSINESS REQUIRES CONFORMING TO THE OTHER CITY ORDINANCES, THE PAYMENT AND/OR ISSUANCE OF THIS LICENSE DOES NOT RELIEVE THIS RESPONSIBILITY	
MAILING		BUSINESS			

Certificate Of Completion

Envelope Id: 2D37C9E55ADE4D9ABAEC27D7DC8034BD

Status: Completed

Subject: Complete with DocuSign: 23-056 A-1 Chipseal Co - Contract Documents - Asphalt Improvements-Rege...

Source Envelope:

Document Pages: 164

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Purchasing

AutoNav: Enabled

230 S Mechanic

Enveloped Stamping: Enabled

Pueblo, CO 81003

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

purchasing@pueblo.us

IP Address: 208.82.107.130

Record Tracking

Status: Original

Holder: Purchasing

Location: DocuSign

5/1/2023 12:50:23 PM

purchasing@pueblo.us

Signer Events**Signature****Timestamp**

Naomi Hedden by DR

drivera@pueblo.us

Purchasing/Contract Coordinator

City of Pueblo

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed: 5/1/2023 2:56:24 PM

Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

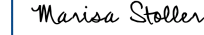
Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed: 5/1/2023 3:42:17 PM

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/3/2021 2:21:37 PM

ID: d4b20520-f52e-4781-a288-ed72c1cbf692

Alexandria Romero

aromero@pueblo.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



CAE4752363A94D6...

Sent: 5/1/2023 3:42:23 PM

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Signed: 5/1/2023 3:47:02 PM

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Electronic Record and Signature Disclosure:

Accepted: 10/13/2022 2:52:37 PM

ID: 193e356e-f58c-4b78-9125-7570ede65814

Robert Jagger

rjagger@pueblo.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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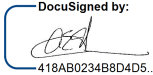
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Using IP Address: 208.82.107.130

Electronic Record and Signature Disclosure:

Accepted: 3/14/2023 1:54:04 PM

ID: 6d0c0f5a-8d08-442a-a5ac-f847bdb3008d

Signer Events	Signature	Timestamp
Deborah Rivera drivera@pueblo.us Purchasing/Contract Coordinator City of Pueblo Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 208.82.107.130	Sent: 5/1/2023 4:08:34 PM Viewed: 5/10/2023 7:54:20 AM Signed: 5/10/2023 7:55:02 AM
Andrew Hayes ahayes@pueblo.us Director Public Works City of Pueblo Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/28/2022 1:36:31 PM ID: 570dcef9-557c-416e-92be-9b71f3007907	DocuSigned by:  418AB0234B8D4D5... Signature Adoption: Uploaded Signature Image Using IP Address: 172.58.13.182 Signed using mobile	Sent: 5/10/2023 7:55:09 AM Viewed: 5/10/2023 6:40:08 PM Signed: 5/10/2023 6:40:39 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Christina Garcia christinagarcia@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/10/2023 6:40:45 PM Viewed: 5/11/2023 7:17:26 AM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/10/2023 6:40:45 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/1/2023 12:57:41 PM
Envelope Updated	Security Checked	5/1/2023 2:54:01 PM
Envelope Updated	Security Checked	5/1/2023 2:54:01 PM
Certified Delivered	Security Checked	5/10/2023 6:40:08 PM
Signing Complete	Security Checked	5/10/2023 6:40:39 PM
Completed	Security Checked	5/10/2023 6:40:45 PM

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of May 23, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and A-1 Chipseal Co., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated April 26, 2023, for Bid 23-056 (CI2309) Asphalt Improvements – Regency Crest (the "Construction Agreement"); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of \$546,507.45, which amount includes the original contract amount of \$272,082.40 and the additional contract amount of \$274,425.05 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be July 24, 2023.

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

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

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

PUEBLO, A MUNICIPAL CORPORATION

A-1 Chipseal Co.

By _____
Naomi Hedden, Director of Purchasing

By _____
Josh Krueger, Vice President

ATTEST:

Marisa Stoller, City Clerk

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

Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

Robert P. Jagger, City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 23-056 (CI2309) ASPHALT IMPROVEMENTS-REGENCY CREST

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Item	Quantity	Grand Total for Additional Work
Repair Troy Avenue and Rawlings Boulevard Asphalt	Lump Sum	\$274,425.05

(Two Hundred Seventy Four Thousand Four Hundred Twenty Five and 05/100-----Dollars)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

A-1 Chipseal Co.

By: _____
Josh Krueger, Vice President

City Of Pueblo

Contract Change Order

Department Of Public Works

Project Number : 23-056**Change Order No. :** 1**Date:** May 10, 2023**Project Name :** Asphalt Improvements Regency Crest**Contractor :** A-1 Chipseal Co.

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
	Repair Troy Ave. and Rawlings Blvd Asphalt		\$274,425.05
TOTAL		\$0.00	\$274,425.05

Net Adjustment This Change Order	\$	274425.05
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	272082.40
Total Adjusted Contract Amount To Date	\$	546507.45

Reason For Change:

Added Troy Ave. and Rawlings Blvd to the contract to be repaired

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

Prepared by: *Lisa Peto* Date: 5/10/2023 | 1:18 PM MDT
DocuSigned by: 88F3B77-Associate Field Engineer

Reviewed by: *Charles C Roy* Date: 5/10/2023 | 3:08 PM MDT
DocuSigned by: 308870041-Construction Engineer

Accepted by: *Stephanie Wallis* Date: 5/10/2023 | 5:17 PM EDT
DocuSigned by: C2F28FF9-Contractor's Representative

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

Approved by: *[Signature]* Date: 5/10/2023 | 6:38 PM MDT
DocuSigned by: 418A6023488D105-Director of Public Works



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$272,852.80 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-066, ASPHALT IMPROVEMENTS - STARLITE DRIVE, SETTING FORTH \$40,928.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Tony J Beltramo & Sons, Inc., for Project No. 23-066, Asphalt Improvements - Starlite Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of asphalt road improvements on Starlite Drive between Bridle Trail and the City Limits (Little Burnt Mill Road). This Resolution awards the construction contract to Tony J Beltramo & Sons, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$313,781 will be paid from Project CI2309 Road and Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-066 Bid Summary

RESOLUTION NO. 15240

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$272,852.80 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-066, ASPHALT IMPROVEMENTS - STARLITE DRIVE, SETTING FORTH \$40,928.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-066, Asphalt Improvements - Starlite Drive have been received and examined; and,

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-066, Asphalt Improvements - Starlite Drive to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-066, Asphalt Improvements - Starlite Drive, to be performed, and the contract for said project is hereby awarded to Tony J Beltramo & Sons, Inc., in the amount of \$272,852.80.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$40,928.20

SECTION 4.

Funds for Project No. 23-066, in the amount of \$313,781 (including contingencies and additional work) shall be from Project CI2309, Road and Street Improvements.

SECTION 5.

The officers 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.

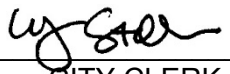
SECTION 6.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION
IFB No. 23-066 (CI2309)
Asphalt Improvements - Starlite Drive
RESPONSE DEADLINE: May 10, 2023 at 10:00 am
Report Generated: Wednesday, May 10, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Tony J Beltramo & Sons, Inc.	\$272,852.80
Martin Marietta Materials, Inc.	\$292,131.05

BASE BID

BASE BID					Martin Marietta Materials, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Crack Sealing	200	LBS	\$3.60	\$720.00	\$10.00	\$2,000.00
X	2	1/4" Asphalt Chip Seal	3597	SY	\$5.90	\$21,222.30	\$10.00	\$35,970.00
X	3	Asphalt Cold Mill Planing 3-inch	1878	SY	\$8.50	\$15,963.00	\$7.90	\$14,836.20
X	4	Asphalt Paving, HMA SX PG 64-28 Asphalt	1756	TON	\$111.00	\$194,916.00	\$96.10	\$168,751.60
X	5	Vehicle Towing Allowance	1	EA	\$109.75	\$109.75	\$200.00	\$200.00

EVALUATION TABULATION
IFB No. 23-066 (CI2309)
Asphalt Improvements - Starlite Drive

BASE BID					Martin Marietta Materials, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	6	Mobilization	1	LS	\$11,000.00	\$11,000.00	\$27,300.00	\$27,300.00
X	7	Erosion and Sediment Control	1	LS	\$3,050.00	\$3,050.00	\$1,000.00	\$1,000.00
X	8	Traffic Control	1	LS	\$26,500.00	\$26,500.00	\$14,700.00	\$14,700.00
X	9	Install Class 6 Base Material (Place and Compact)	10	TON	\$450.00	\$4,500.00	\$62.00	\$620.00
X	10	Asphalt Patching (3-inches)	500	SF	\$11.55	\$5,775.00	\$9.35	\$4,675.00
X	11	Asphalt Patching (3-inches HMA on 8--inches ABC)	500	SF	\$16.75	\$8,375.00	\$5.60	\$2,800.00
Total						\$292,131.05		\$272,852.80

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Martin Marietta Materials, Inc.	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass

EVALUATION TABULATION
IFB No. 23-066 (CI2309)
Asphalt Improvements - Starlite Drive

Question Title	Martin Marietta Materials, Inc.	Tony J Beltramo & Sons, Inc.
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$232,828.46 TO CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-061, CONCRETE IMPROVEMENTS - CLEVELAND STREET & GOODNIGHT AVENUE, SETTING FORTH \$34,924.54 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Castle Rock Construction Company of Colorado, LLC., a Limited Liability Company, for 23-061, Concrete Improvements - Cleveland Street & Goodnight Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will provide ADA concrete improvements on Cleveland Street and Goodnight Avenue from Abriendo Avenue to Dupps Avenue. This project includes ADA Curb Ramp upgrades, sidewalk repairs, crossspan replacement, and asphalt patching. The Resolution awards the construction contract to Castle Rock Construction Company of Colorado, LLC., a Limited Liability Company.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$267,753 will be paid from account CI2309 Road and Street Improvements.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-061 Bid Summary

RESOLUTION NO. 15241

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$232,828.46 TO CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-061, CONCRETE IMPROVEMENTS - CLEVELAND STREET & GOODNIGHT AVENUE, SETTING FORTH \$34,924.54 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-061, Concrete Improvements - Cleveland Street & Goodnight Avenue, have been received and examined; and

WHEREAS, the proposal of Castle Rock Construction Company of Colorado, LLC., a Limited Liability Company, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-061, Concrete Improvements - Cleveland Street & Goodnight Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 23-061, Concrete Improvements - Cleveland Street & Goodnight Avenue, to be performed and the contract for said project is hereby awarded to Castle Rock Construction Company of Colorado, LLC., a Limited Liability Company, in the amount of \$232,828.46.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$34,924.54

SECTION 4.

Funds for Project 23-061 (including contingencies and additional work) shall be from Project No. CI2309, Road and Street Improvements.

SECTION 5.

The officers 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.

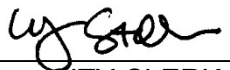
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 23-061 (CI2309)

Concrete Improvements - Cleveland Street & Goodnight Avenue

RESPONSE DEADLINE: April 28, 2023 at 10:00 am

Report Generated: Friday, April 28, 2023

SELECTED VENDOR TOTALS

Vendor	Total
CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC	\$232,828.46
Sunland Asphalt & Construction, LLC	\$246,335.2334
Baha Construction, Inc.	\$299,121.50

BASE BID

BASE BID					Baha Construction, Inc.		CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	2175	SF	\$6.50	\$14,137.50	\$2.56	\$5,568.00	\$3.83	\$8,330.25
X	2	Remove Curb and Gutter	728	LF	\$12.00	\$8,736.00	\$19.14	\$13,933.92	\$13.57	\$9,878.96
X	3	Remove Concrete	3247	SF	\$6.00	\$19,482.00	\$2.22	\$7,208.34	\$3.68	\$11,948.96

EVALUATION TABULATION

IFB No. 23-061 (CI2309)

Concrete Improvements - Cleveland Street & Goodnight Avenue

BASE BID					Baha Construction, Inc.		CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Remove 7" Reinforced Concrete	1062	SF	\$8.50	\$9,027.00	\$2.50	\$2,655.00	\$8.24	\$8,750.88
X	5	Construct Curb Head	741	LF	\$20.00	\$14,820.00	\$50.49	\$37,413.09	\$22.95	\$17,005.95
X	6	Construct Curb and Gutter	738	LF	\$42.00	\$30,996.00	\$61.24	\$45,195.12	\$31.8821	\$23,528.9898
X	7	Construct 4" Concrete	2265	SF	\$14.00	\$31,710.00	\$6.86	\$15,537.90	\$8.00	\$18,120.00
X	8	Construct 6" Concrete	1291	SF	\$18.00	\$23,238.00	\$8.65	\$11,167.15	\$11.80	\$15,233.80
X	9	Construct 7" Reinforced Concrete	1052	SF	\$20.00	\$21,040.00	\$9.46	\$9,951.92	\$14.55	\$15,306.60
X	10	Construct 2" Asphalt patch	123	SF	\$18.00	\$2,214.00	\$11.99	\$1,474.77	\$4.71	\$579.33
X	11	Construct 6" Asphalt Patch	2039	SF	\$19.00	\$38,741.00	\$10.90	\$22,225.10	\$9.7824	\$19,946.3136
X	12	Install 24"X24" Tactile Band	44	EA	\$650.00	\$28,600.00	\$152.62	\$6,715.28	\$292.20	\$12,856.80
X	13	Install 24"X30" Tactile Band	36	EA	\$750.00	\$27,000.00	\$182.92	\$6,585.12	\$329.70	\$11,869.20
X	14	Install Class 6 Backfill	28	TONS	\$85.00	\$2,380.00	\$35.22	\$986.16	\$78.38	\$2,194.64
X	15	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$16,028.53	\$16,028.53	\$42,659.56	\$42,659.56

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Cleveland Street & Goodnight Avenue

Page 2

EVALUATION TABULATION

IFB No. 23-061 (CI2309)

Concrete Improvements - Cleveland Street & Goodnight Avenue

BASE BID					Baha Construction, Inc.		CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	16	Traffic Control	1	LS	\$12,500.00	\$12,500.00	\$24,842.06	\$24,842.06	\$9,375.00	\$9,375.00
X	17	Erosion and Sediment Control	1	LS	\$4,500.00	\$4,500.00	\$5,341.00	\$5,341.00	\$18,750.00	\$18,750.00
Total						\$299,121.50		\$232,828.46		\$246,335.2334

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC	Sunland Asphalt & Construction, LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Cleveland Street & Goodnight Avenue

Page 3

EVALUATION TABULATION

IFB No. 23-061 (CI2309)

Concrete Improvements - Cleveland Street & Goodnight Avenue

Question Title	Baha Construction, Inc.	CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC	Sunland Asphalt & Construction, LLC
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Cleveland Street & Goodnight Avenue

Page 4



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$115,972.41 TO SUNLAND ASPHALT & CONSTRUCTION, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-064, MISCELLANEOUS CONCRETE IMPROVEMENTS (CDBG), SETTING FORTH \$11,597.59 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Sunland Asphalt & Construction, LLC., a Limited Liability Company, for 23-064, Miscellaneous Concrete Improvements (CDBG).

PREVIOUS COUNCIL ACTION:

Resolution 15228, dated May 8, 2023, transferred funds in the amount of \$24,039.17 from project CD2217 to project CD2009.

BACKGROUND:

In general, this project will provide ADA concrete improvements at East 5th Street and Union Avenue at Rawlings Library entrance. The Resolution awards the construction contract for the base bid and bid alternate 1 to Sunland Asphalt & Construction, LLC., a Limited Liability Company.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$27,613.49 will be paid from account CD1809, ADA Ramps - Citywide

Funding (including contingencies) in the amount of \$99,956.51 will be paid from account CD2009, ADA Ramps - Citywide.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-064 Bid Summary

RESOLUTION NO. 15242

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$115,972.41 TO SUNLAND ASPHALT & CONSTRUCTION, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-064, MISCELLANEOUS CONCRETE IMPROVEMENTS (CDBG), SETTING FORTH \$11,597.59 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-064, Miscellaneous Concrete Improvements (CDBG), have been received and examined; and

WHEREAS, the proposal of Sunland Asphalt & Construction, LLC., a Limited Liability Company, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-064, Miscellaneous Concrete Improvements (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 23-064, Miscellaneous Concrete Improvements (CDBG), to be performed and the contract for said project is hereby awarded to Sunland Asphalt & Construction, LLC., a Limited Liability Company, in the amount of \$115,972.41.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$11,597.59

SECTION 4.

Funds in the amount of \$99,956.51 (including contingencies and additional work) for East 5th Street Improvements shall be from Project No. CI2009, ADA Ramps - Citywide.

SECTION 5.

Funds in the amount of \$27,613.49 for the Rawlings Library entrance shall be from Project No. CI1809, ADA Ramps - Citywide.

SECTION 6.

The officers 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.

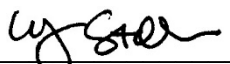
SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo

Purchasing

Naomi Hedden, Director

230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 23-064 (CD2213)

Miscellaneous Concrete Improvements (CDBG)

RESPONSE DEADLINE: April 19, 2023 at 10:30 am

Report Generated: Wednesday, April 19, 2023

SELECTED VENDOR TOTALS

Vendor	Total	BASE BID	BID ALTERNATE NO. 1	BID ALTERNATE NO. 2
Sunland Asphalt & Construction, LLC	\$168,862.5042	\$84,366.1142	\$31,606.30	\$52,890.09
Baha Construction, Inc.	\$182,745.00	\$93,375.00	\$30,769.50	\$58,600.50

BASE BID - E. 5TH STREET CORNERS, DRIVEWAY AND SIDEWALK

Base Bid - E. 5th Street Corners, Driveway and Sidewalk					Baha Construction, Inc.		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	418	SF	\$6.50	\$2,717.00	\$4.44	\$1,855.92
X	2	Remove Curb & Gutter	204	LF	\$12.00	\$2,448.00	\$15.2299	\$3,106.8996
X	3	Remove Concrete	1419	SF	\$6.00	\$8,514.00	\$3.66	\$5,193.54
X	4	Remove Reinforced Concrete	13	SF	\$25.00	\$325.00	\$26.88	\$349.44
X	5	Construct Curb Head	260	LF	\$30.00	\$7,800.00	\$24.52	\$6,375.20

EVALUATION TABULATION
IFB No. 23-064 (CD2213)
Miscellaneous Concrete Improvements (CDBG)

Base Bid - E. 5th Street Corners, Driveway and Sidewalk					Baha Construction, Inc.		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	6	Construct Curb and Gutter	204	LF	\$47.00	\$9,588.00	\$37.34	\$7,617.36
X	7	Construct 4" Concrete	732	SF	\$14.00	\$10,248.00	\$7.66	\$5,607.12
X	8	Construct 6" Concrete	721	SF	\$17.00	\$12,257.00	\$11.8826	\$8,567.3546
X	9	Construct 7" Reinforced Concrete	13	SF	\$27.00	\$351.00	\$17.51	\$227.63
X	10	Construct 6" Asphalt Patch	418	SF	\$19.00	\$7,942.00	\$14.72	\$6,152.96
X	11	Install Tactile Band 24" x 24"	12	EA	\$650.00	\$7,800.00	\$311.68	\$3,740.16
X	12	Install Tactile Band 24" x 30"	8	EA	\$750.00	\$6,000.00	\$351.68	\$2,813.44
X	13	Install Class 6 Backfill	1	TON	\$85.00	\$85.00	\$207.09	\$207.09
X	14	SWMP Erosion and Sediment Control	1	LS	\$2,300.00	\$2,300.00	\$4,000.00	\$4,000.00
X	15	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
X	16	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$20,552.00	\$20,552.00
Total						\$93,375.00		\$84,366.1142

EVALUATION TABULATION
IFB No. 23-064 (CD2213)
Miscellaneous Concrete Improvements (CDBG)

BID ALTERNATE NO. 1 - UNION AVENUE

Bid Alternate No. 1 - Union Avenue					Baha Construction, Inc.		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	17	Remove Asphalt	69	SF	\$6.50	\$448.50	\$7.34	\$506.46
X	18	Remove Curb & Gutter	63	LF	\$12.00	\$756.00	\$19.68	\$1,239.84
X	19	Remove Concrete	368	SF	\$6.00	\$2,208.00	\$5.56	\$2,046.08
X	20	Remove Reinforced Concrete	47	SF	\$25.00	\$1,175.00	\$11.73	\$551.31
X	21	Construct Curb and Gutter	63	LF	\$47.00	\$2,961.00	\$43.40	\$2,734.20
X	22	Construct 6" Concrete	368	SF	\$17.00	\$6,256.00	\$11.44	\$4,209.92
X	23	Construct 7" Reinforced Concrete	47	SF	\$27.00	\$1,269.00	\$18.28	\$859.16
X	24	Construct 6" Asphalt Patch	69	SF	\$19.00	\$1,311.00	\$30.08	\$2,075.52
X	25	Install Tactile Band 24" x 30"	4	EA	\$750.00	\$3,000.00	\$351.68	\$1,406.72
X	26	Install Class 6 Backfill	1	TON	\$85.00	\$85.00	\$210.16	\$210.16
X	27	SWMP Erosion and Sediment Control	1	LS	\$2,300.00	\$2,300.00	\$1,333.33	\$1,333.33
X	28	Traffic Control	1	LS	\$4,000.00	\$4,000.00	\$1,333.33	\$1,333.33
X	29	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$13,100.27	\$13,100.27
Total						\$30,769.50		\$31,606.30

EVALUATION TABULATION
IFB No. 23-064 (CD2213)
Miscellaneous Concrete Improvements (CDBG)

BID ALTERNATE NO. 2 - FOUNTAIN AVENUE AND E. 6TH STREET CORNERS

Bid Alternate No. 2 - Fountain Avenue and E. 6th Street Corners					Baha Construction, Inc.		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	30	Remove Asphalt	295	SF	\$6.50	\$1,917.50	\$4.08	\$1,203.60
X	31	Remove Curb & Gutter	132	LF	\$12.00	\$1,584.00	\$14.63	\$1,931.16
X	32	Remove Concrete	643	SF	\$6.00	\$3,858.00	\$4.28	\$2,752.04
X	33	Construct 6" Curb Head	202	LF	\$30.00	\$6,060.00	\$29.46	\$5,950.92
X	34	Construct Curb and Gutter	132	LF	\$47.00	\$6,204.00	\$36.00	\$4,752.00
X	35	Construct 4" Concrete	96	SF	\$14.00	\$1,344.00	\$14.14	\$1,357.44
X	36	Construct 6" Concrete	579	SF	\$17.00	\$9,843.00	\$13.36	\$7,735.44
X	37	Construct 6" Asphalt Patch	295	SF	\$19.00	\$5,605.00	\$17.43	\$5,141.85
X	38	Install Tactile Band 24" x 24"	12	EA	\$650.00	\$7,800.00	\$311.68	\$3,740.16
X	39	Install Tactile Band 24" x 30"	4	EA	\$750.00	\$3,000.00	\$351.68	\$1,406.72
X	40	Install Class 6 Backfill	1	TON	\$85.00	\$85.00	\$208.63	\$208.63
X	41	SWMP Erosion and Sediment Control	1	LS	\$2,300.00	\$2,300.00	\$1,333.33	\$1,333.33
X	42	Traffic Control	1	LS	\$4,000.00	\$4,000.00	\$1,333.33	\$1,333.33
X	43	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$14,043.47	\$14,043.47

EVALUATION TABULATION
IFB No. 23-064 (CD2213)
Miscellaneous Concrete Improvements (CDBG)

Bid Alternate No. 2 - Fountain Avenue and E. 6th Street Corners					Baha Construction, Inc.		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Total						\$58,600.50		\$52,890.09

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	RMRM INC Business environments	Sunland Asphalt & Construction, LLC
BID GUARANTEE	Pass	No Response	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	No Response	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	No Response	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	No Response	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	No Response	Pass
COLORADO LABOR REQUIREMENT:	Pass	No Response	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	No Response	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	No Response	Pass
SALES AND/OR USE TAX INFORMATION	Pass	No Response	Pass
SAM.gov REGISTRATION		No Response	Pass

EVALUATION TABULATION
 IFB No. 23-064 (CD2213)
 Miscellaneous Concrete Improvements (CDBG)

Question Title	Baha Construction, Inc.	RMRM INC Business environments	Sunland Asphalt & Construction, LLC
Section 3 Forms			
Section 3 Form S3a Section 3 Compliance	Pass	No Response	Pass
Section 3 Form S3e Business Certification	Pass	No Response	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	No Response	Pass
Convicted under state or federal statutes	Pass	No Response	Pass
Convicted under state or federal antitrust statutes	Pass	No Response	Pass
Failed to perform	Pass	No Response	Pass
Suspension or Debarment	Pass	No Response	Pass
Unqualified	Pass	No Response	Pass
Unlicensed	Pass	No Response	Pass
Delinquent	Pass	No Response	Pass
Confirmation	Pass	No Response	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$150,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE STREETSCAPE PROJECT NORTHERN - ORMAN TO ELM AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes the transfer of funds in the amount of \$150,000 for streetscape improvements on Northern Avenue from Orman Avenue to Elm Street. This transfer 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:

Not applicable to this Resolution.

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.

On March 6, 2023, the Streetscape Committee presented to City Council at their work session a list of several beautification projects that could be done to improve the City's aesthetics. City Council was in favor of starting work on those projects. This project is one of the projects on the list. It will renovate the existing streetscape, which was built in the late 80's along Northern Avenue from Ray Aguilera Park to Elm Street. It will remove the dead trees, replace the soil, install new perennial flowers, shrubs and groundcover, and redo the irrigation system.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$150,000.00 is available and will be paid out of Project CI2113 – American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize the ARPA funds for the streetscape improvements and the project would not be done.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15243

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$150,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE STREETSCAPE PROJECT NORTHERN - ORMAN TO ELM AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of funds in the amount of \$150,000 is hereby authorized from Project CI2113 - American Rescue Plan Act for Streetscape Project Northern - Orman to Elm.

SECTION 2.

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

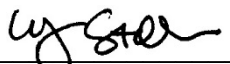
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 22, 2023

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: May 22, 2023

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$61,095 TO GARCIA CONCRETE, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-079, CONCRETE IMPROVEMENTS - CRANE RIDGE DRIVE, SETTING FORTH \$9,164 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Garcia Concrete, LLC., a Limited Liability Company, for 23-079, Concrete Improvements - Crane Ridge Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will provide curb and gutter and concrete repairs to Crane Ridge Drive. The Resolution awards the construction contract to Garcia Concrete, LLC., a Limited Liability Company.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$70,259 will be paid from account CI2309 Road and Street Improvements.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-079 Evaluation Tabulation

RESOLUTION NO. 15244

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$61,095 TO GARCIA CONCRETE, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-079, CONCRETE IMPROVEMENTS - CRANE RIDGE DRIVE, SETTING FORTH \$9,164 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-079, Concrete Improvements - Crane Ridge Drive, have been received and examined; and

WHEREAS, the proposal of Garcia Concrete, LLC., a Limited Liability Company, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-079, Concrete Improvements - Crane Ridge Drive to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 23-079, Concrete Improvements - Crane Ridge Drive, to be performed and the contract for said project is hereby awarded to Garcia Concrete, LLC., a Limited Liability Company, in the amount of \$61,095.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$9,164

SECTION 4.

Funds for Project 23-079 (including contingencies and additional work) shall be from Project No. C12309, Road and Street Improvements.

SECTION 5.

The officers 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.

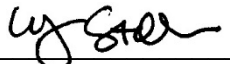
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION
IFB No. 23-079 (CI2309)
Concrete Improvements - Crane Ridge Drive
RESPONSE DEADLINE: May 10, 2023 at 11:00 am
Report Generated: Thursday, May 11, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Garcia Concrete LLC	\$61,095.00
Baha Construction, Inc.	\$83,940.75
Sunland Asphalt & Construction, LLC	\$84,683.15

BASE BID

BASE BID					Baha Construction, Inc.		Garcia Concrete LLC		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization	1	LS	\$6,500.00	\$6,500.00	\$2,637.00	\$2,637.00	\$11,804.62	\$11,804.62
X	2	Remove Concrete	1772	SF	\$6.00	\$10,632.00	\$6.00	\$10,632.00	\$7.49	\$13,272.28
X	3	Construct 7-inch Reinforced Concrete	1772	SF	\$20.00	\$35,440.00	\$15.00	\$26,580.00	\$15.35	\$27,200.20
X	4	Remove Curb & Gutter	55	LF	\$16.25	\$893.75	\$5.00	\$275.00	\$23.55	\$1,295.25

EVALUATION TABULATION
 IFB No. 23-079 (CI2309)
 Concrete Improvements - Crane Ridge Drive

BASE BID					Baha Construction, Inc.		Garcia Concrete LLC		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Construct Curb & Gutter	55	LF	\$45.00	\$2,475.00	\$27.00	\$1,485.00	\$37.56	\$2,065.80
X	6	Remove & Replace Sub-base with 12-inches of Class 6 Base	2000	SF	\$12.00	\$24,000.00	\$9.00	\$18,000.00	\$9.21	\$18,420.00
X	7	Erosion & Sediment Control	1	LS	\$2,000.00	\$2,000.00	\$786.00	\$786.00	\$5,625.00	\$5,625.00
X	8	Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$5,000.00	\$5,000.00
Total						\$83,940.75		\$61,095.00		\$84,683.15

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Garcia Concrete LLC	RMRM INC Business environments	Sunland Asphalt & Construction, LLC	Garcia Concrete llc (Excluded) (Disqualified)
BID GUARANTEE	Pass		No Response	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass		No Response	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass		No Response	Pass	Pass
ACKNOWLEDGEMENTS					

EVALUATION TABULATION

IFB No. 23-079 (CI2309)

Concrete Improvements - Crane Ridge Drive

Question Title	Baha Construction, Inc.	Garcia Concrete LLC	RMRM INC Business enviornments	Sunland Asphalt & Construction, LLC	Garcia Concrete llc (Excluded) (Disqualified)
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass		No Response	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass		No Response	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass		No Response	Pass	Pass
Has/is this firm or any officer or partner of this firm:					
Convicted of a criminal offense	Pass		No Response	Pass	Pass
Convicted under state or federal statutes	Pass		No Response	Pass	Pass
Convicted under state or federal antitrust statutes	Pass		No Response	Pass	Pass
Failed to perform	Pass		No Response	Pass	Pass
Suspension or Debarment	Pass		No Response	Pass	Pass
Unqualified	Pass		No Response	Pass	Pass
Unlicensed	Pass		No Response	Pass	Pass
Delinquent	Pass		No Response	Pass	Pass
Confirmation	Pass		No Response	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Crane Ridge Drive

Page 3



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-16) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE TO SCRANTON AVENUE TO EUCLID AVENUE FOR THE PURPOSE OF THE ANNUAL COLORADO STATE FAIR PARADE.

SUMMARY:

Attached is a draft revocable permit submitted by The Colorado State Fair

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado State Fair has submitted a revocable permit (REV-23-16) application requesting to close Small Avenue to Scranton Avenue to Euclid Avenue for the purpose of the annual Colorado State Fair Parade on August 26, 2023, starting from 6:00 a.m. to 6:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from facilitating the annual Colorado State Fair Parade.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT 23-16

RESOLUTION NO. 15245

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-16) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE TO SCRANTON AVENUE TO EUCLID AVENUE FOR THE PURPOSE OF THE ANNUAL COLORADO STATE FAIR PARADE.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-16) is authorized to be issued to The Colorado State Fair for the use of the right-of-way along Small Avenue to Scranton Avenue to Euclid Avenue for the annual Colorado State Fair Parade on August 26, 2023, starting from 6:00 a.m. to 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 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.

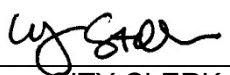
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

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: **Colorado State Fair 1001 Beulah Ave. Pueblo, CO 81004 7199240061
1001 Beulah Ave. Pueblo, CO 81004**

2. Permitted Area:

Small Ave to Scranton Ave. to Euclid Ave.

3. Purpose of Revocable Permit:

annual road closure on the second Saturday prior to Labor Day for the Colorado State Fair Band Day parade.

4. Commencement Date: **August 26, 2023** Time: **6 am**

5. Ending Date: **August 26, 2023** Time: **6 pm**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 28 day of April, 2023.

PERMITTEE:

Organization or

Individual:

By:

Title:

Colorado State Fair
Brooklyn Osborne
Sponsorship Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 28th day of April, 2023 by Brooklyn Osborne as Sponsorship Manager.

My commission expires: 02/28/2027.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982

MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as Jackson Ranch Annexation 1 for an additional period of not more than 180 days through November 23, 2023.

PREVIOUS COUNCIL ACTION:

On June 13, 2022, City Council approved Resolutions 14908, 14909 and 14910 preliminarily determining that the petitions for the annexation of the areas commonly known as the Jackson Ranch Annexations 1, 2, and 3 were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and extended the final action on the petitions for a period of not more than 180 days.

On November 28, 2022, City Council approved Resolutions 15072, 15073 and 15074 preliminarily determining that the petitions for the annexation of the areas commonly known as the Jackson Ranch Annexations 1, 2, and 3 were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and extended the final action on the petitions for an additional period of not more than 180 days through May 27, 2023.

BACKGROUND:

On May 12, 2022, the petitioner, RJPC, LLC ("Jackson Ranch"), submitted an annexation petition for the Jackson Ranch Annexation 1 totaling 81.68-acres. Two

concurrent annexation petitions were submitted by RJPC Ranch, LLC for properties located south of Highway 78 and the El Camino residential development. Jackson Ranch Annexations 1-3 will be reviewed simultaneously to provide 1/6 contiguity with the city limits, which is necessary for annexation into the City Pueblo. Proposed land uses, within the first phase of annexation, include mixed residential development, phase one of a small mixed commercial neighborhood center, with integrated open space and trails. The total land area of all three annexations is 1,898.71 acres. This Resolution will approve an extension of an additional period of not more than 180 days through November 23, 2023 for the final action on the annexation petition.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation have been 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:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Request for Extension #2-Jackson Ranch No.1

RESOLUTION NO. 15246

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to November 23, 2023.

SECTION 2.

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 3.

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

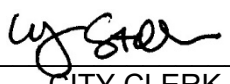
SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



April 28, 2023

Scott Hobson
Acting Director of Planning & Community Development
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003

RE: Jackson Ranch Annexation No. 1

Dear Mr. Hobson,

On behalf of RJPC, Ranch, LLC I would like to request an extension for a period of not more than 180 days for final action of council on the annexation of the area commonly known as the Jackson Ranch Annexation No. 1, which is located east of State Highway 78, in a portion of Sections 19 and 20, Township 21 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado. Although significant progress has been made, due to the size of the major utilities extension, we are in ongoing discussion with the Pueblo Board of Water Works and the City's Sanitary Sewer Department. Also, the project continues to talk with School Districts 60 & 70. It appears we are close to having final documents with current exchanges occurring regarding specific language in the Annexation Agreement. We seek to work closely with City staff to find the best solutions.

I appreciate you submitting this to Council and Council's consideration of this extension. The current timeline for completion of the annexation is May 26, 2023. I would ask that you present this to City Council at its meeting on May 8, 2023 so that we can keep this annexation project moving forward.

Thank you for your courtesy and cooperation in this matter. If you have any questions or concerns, you can reach me at Jim.Houk@kimley-horn.com or 719-284-7280.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jim Houk", with a stylized flourish at the end.

Jim Houk, PLA
Project Manager



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATION 1, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as Jackson Ranch Annexation 2 for an additional period of not more than 180 days through November 23, 2023.

PREVIOUS COUNCIL ACTION:

On June 13, 2022, City Council approved Resolutions 14908, 14909 and 14910 which preliminarily determined that the petition for the annexation of the areas commonly known as the Jackson Ranch Annexations 1, 2, and 3 were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1).

On November 28, 2022, City Council approved Resolutions 15072, 15073 and 15074 preliminarily determining that the petitions for the annexation of the areas commonly known as the Jackson Ranch Annexations 1, 2, and 3 were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and extended the final action on the petitions for an additional period of not more than 180 days through May 27, 2023.

BACKGROUND:

On May 12, 2022, the petitioner, RJPC, LLC ("Jackson Ranch"), submitted an

annexation petition for the Jackson Ranch Annexation 2 totaling 1,337.40-acres. Two concurrent annexation petitions were submitted by RJPC Ranch, LLC for properties located south of Highway 78 and the El Camino residential development. Jackson Ranch Annexations 1-3 will be reviewed simultaneously to provide 1/6 contiguity with the city limits, which is necessary for annexation into the City Pueblo. Proposed land uses, within the second phase of annexation, include mixed residential development, a small mixed commercial neighborhood center, with integrated open space and trails. The total land area of all three annexations is 1,898.71 acres. This Resolution will approve an extension of an additional period of not more than 180 days through November 23, 2023 for the final action on the annexation petition.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

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:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Request for Extension #2-Jackson Ranch No. 2

RESOLUTION NO. 15247

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATION 1, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to November 23, 2023.

SECTION 2.

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 3.

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

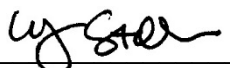
SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



April 28, 2023

Scott Hobson
Acting Director of Planning & Community Development
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003

RE: Jackson Ranch Annexation No. 2

Dear Mr. Hobson,

On behalf of RJPC, Ranch, LLC I would like to request an extension for a period of not more than 180 days for final action of council on the annexation of the area commonly known as the Jackson Ranch Annexation No. 2, which is located southeast of State Highway 78, in a portion of Sections 19, 20, 29, 30, and 31, Township 21 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado.

Although significant progress has been made, due to the size of the major utilities extension, we are in ongoing discussion with the Pueblo Board of Water Works and the City's Sanitary Sewer Department. Also, the project continues to talk with School Districts 60 & 70. It appears we are close to having final documents with current exchanges occurring regarding specific language in the Annexation Agreement. We seek to work closely with City staff to find the best solutions.

I appreciate you submitting this to Council and Council's consideration of this extension. The current timeline for completion of the annexation is May 26, 2023. I would ask that you present this to City Council at its meeting on May 8, 2023 so that we can keep this annexation project moving forward.

Thank you for your courtesy and cooperation in this matter. If you have any questions or concerns, you can reach me at Jim.Houk@kimley-horn.com or 719-284-7280.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Jim Houk'.

Jim Houk, PLA
Project Manager



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 3, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATIONS 1 AND 2, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as Jackson Ranch Annexation No. 3 for an additional period of not more than 180 days through November 23, 2023.

PREVIOUS COUNCIL ACTION:

On June 13, 2022, City Council approved Resolutions 14908, 14909 and 14910 which preliminarily determined that the petition for the annexation of the areas commonly known as the Jackson Ranch Annexations 1, 2, and 3 were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1).

On November 28, 2022, City Council approved Resolutions 15072, 15073 and 15074 preliminarily determining that the petitions for the annexation of the areas commonly known as the Jackson Ranch Annexations 1, 2, and 3 were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and extended the final action on the petitions for an additional period of not more than 180 days through May 27, 2023.

BACKGROUND:

On May 12, 2022, the petitioner, RJPC, LLC ("Jackson Ranch"), submitted an annexation petition for the Jackson Ranch Annexation 3 totaling 479.63-acres. Two

concurrent annexation petitions were submitted by RJPC Ranch, LLC for properties located south of Highway 78 and the El Camino residential development. Jackson Ranch Annexations 1-3 will be reviewed simultaneously to provide 1/6 contiguity with the city limits, which is necessary for annexation into the City Pueblo. Proposed land uses, within the third phase of annexation, include mixed residential development, a small mixed commercial neighborhood center, with integrated open space and trails. The total land area of all three annexations is 1,898.71-acres. This Resolution will approve an extension of an additional period of not more than 180 days through November 23, 2023 for the final action on the annexation petition.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

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:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Request for Extension #2-Jackson Ranch No. 3

RESOLUTION NO. 15248

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 3, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATIONS 1 AND 2, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to November 23, 2023.

SECTION 2.

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 3.

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

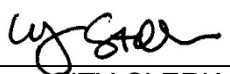
SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



April 28, 2023

Scott Hobson
Acting Director of Planning & Community Development
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003

RE: Jackson Ranch Annexation No. 3

Dear Mr. Hobson,

On behalf of RJPC, Ranch, LLC I would like to request an extension for a period of not more than 180 days for final action of council on the annexation of the area commonly known as the Jackson Ranch Annexation No. 3, which is located southeast of State Highway 78, in a portion of Section 25, Township 21 South, Range 66 West of the 6th P.M., County of Pueblo, State of Colorado. Although significant progress has been made, due to the size of the major utilities extension, we are in ongoing discussion with the Pueblo Board of Water Works and the City's Sanitary Sewer Department. Also, the project continues to talk with School Districts 60 & 70. It appears we are close to having final documents with current exchanges occurring regarding specific language in the Annexation Agreement. We seek to work closely with City staff to find the best solutions.

I appreciate you submitting this to Council and Council's consideration of this extension. The current timeline for completion of the annexation is May 26, 2023. I would ask that you present this to City Council at its meeting on May 8, 2023 so that we can keep this annexation project moving forward.

Thank you for your courtesy and cooperation in this matter. If you have any questions or concerns, you can reach me at Jim.Houk@kimley-horn.com or 719-284-7280.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jim Houk", with a stylized flourish at the end.

Jim Houk, PLA
Project Manager



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION RECOGNIZING POLICE COMFORT K-9 AMI IS UNABLE TO PERFORM AS A COMFORT ANIMAL, ALLOWING THE CITY OF PUEBLO TO DONATE K-9 AMI VIA AN ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, COVENANT NOT TO SUE, INDEMNIFICATION, AND AGREEMENT BETWEEN THE CITY OF PUEBLO AND MONICA LEMMON RELATING TO K-9 AMI, AND ALLOWING THE POLICE DEPARTMENT TO TRANSFER OWNERSHIP AND LIABILITY OF K-9 AMI TO HIS CURRENT HANDLER

SUMMARY:

Attached is an Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not To Sue, Indemnification, and Agreement between the City of Pueblo and current Comfort K-9 handler Monica Lemmon concerning the transfer of Comfort K-9 Ami by the City of Pueblo to current handler Monica Lemmon. Monica Lemmon has signed an agreement releasing the City of Pueblo of any liability or responsibility for K-9 Ami (see attached) against the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On September 5, 2021, Fuzzybottoms Poodles & Berdedoodles donated K-9 Ami to the Pueblo Police Department for the purpose of establishing a comfort dog. Police Comfort K-9 Ami did not pass the training necessary to become a certified Comfort K-9. K-9 Ami has also been assigned to two different handlers in the past two months, causing anxiety and mental stress. The Police Department has donated police dogs in the past to employee handlers for the best interest of the K-9's mental health when they are no longer able to work.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Agreement

RESOLUTION NO. 15249

A RESOLUTION RECOGNIZING POLICE COMFORT K-9 AMI IS UNABLE TO PERFORM AS A COMFORT ANIMAL, ALLOWING THE CITY OF PUEBLO TO DONATE K-9 AMI VIA AN ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, COVENANT NOT TO SUE, INDEMNIFICATION, AND AGREEMENT BETWEEN THE CITY OF PUEBLO AND MONICA LEMMON RELATING TO K-9 AMI, AND ALLOWING THE POLICE DEPARTMENT TO TRANSFER OWNERSHIP AND LIABILITY OF K-9 AMI TO HIS CURRENT HANDLER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not To Sue, and Agreement between the City of Pueblo and Comfort K-9 handler Monica Lemmon ("Agreement") relating to Comfort K-9 Ami, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

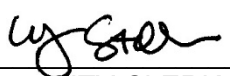
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, COVENANT
NOT TO SUE, INDEMNIFICATION, AND AGREEMENT**

This Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not to Sue, Indemnification, and Agreement ("Agreement") is entered into on this 11th day of MAY, 2023 by and between the City of Pueblo, a Municipal Corporation ("City"), and Monica Lemmon ("Lemmon").

WHEREAS, a Poodle named "Ami" ("Ami") was donated to the Pueblo Police Department (the "Department") by Fuzzybottoms Poodles & Bernedoodles;

WHEREAS, Lemmon served as Ami's handler during Ami's time with the Department;

WHEREAS, Ami was unable to successfully complete behavioral training in preparation for training as a K-9 comfort dog, thus rendering Ami non-viable for his intended purpose, and his retirement is recommended by the Operations Bureau Deputy Chief and approved by the Chief of Police;

WHEREAS, Lemmon, the current last handler of the animal, has decided to separate from the Department and expressed a desire to keep Ami, thereby giving him a permanent home; and

WHEREAS, the City is willing to transfer ownership of Ami to Lemmon under the conditions set forth herein; and

WHEREAS, the donor has no objection to the transfer of ownership of Ami to Lemmon.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ami agrees and acknowledges as follows:

1. Possession and ownership of a canine may involve risk of damage and loss to personal property, damage to real property, serious physical injury, permanent disability, paralysis, death, psychological injury, to both self and others, as well as responsibility for veterinary and other costs of caring for the animal. Lemmon takes ownership of Ami "AS IS" and "WITH ALL FAULTS." The City and each of its respective officers, directors, commissions, employees, agents, and representatives make no representations, promises or guarantees as to Ami's medical condition or behavioral characteristics, including but not limited to the safety, quality, standard, or fitness of Ami for any purpose.

2. Lemmon assumes all risk and assumes full and sole responsibility for any physical injuries, psychological injuries, death, disability, costs, and property damage or loss Ami and each of her employees, agents, relatives, assigns, or representatives may suffer as a result of her possession and ownership of Ami.

3. Lemmon 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 the City

and each of its respective officers, directors, commissions, employees, agents, and representatives in any court or tribunal, based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, costs, or property damage or loss that Lemmon and each of her employees, agents, relatives, assigns, or representatives may suffer, in any way related to his possession and ownership of Ami.

4. Lemmon shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the City and each of its respective officers, directors, commissions, employees, agents, and representative, based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, costs, or property damage or loss that Lemmon and each of her employees, agents, relatives, assigns, or representatives may suffer, in any way related to his possession and ownership of Ami.

5. Lemmon agrees to indemnify, defend and hold harmless the City and each of its respective officers, directors, commissions, employees, agents, and representatives from any and all 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 contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, costs, or property damage or loss anyone may suffer, related to, or caused by other persons, or any object, thing, or activity related in any way to his possession and ownership of Ami.

6. This Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not to Sue, Indemnification, and Agreement shall be binding on Lemmon and each of her employees, agents, relatives, assigns, representatives, successors, transferees, and attorneys.

7. Lemmon hereby agrees and understands that this Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not to Sue, Indemnification, and Agreement shall be governed by the laws of the State of Colorado and that exclusive venue and jurisdiction for any suit or cause of action hereunder shall be in the District Court in and for the County of Pueblo, Colorado. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. As the undersigned, I Monica Lemmon, represent that I have the authority and capacity to execute binding legal documents, and have fully read and understand the foregoing Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not to Sue, Indemnification, and Agreement. I sign this agreement freely and voluntarily and without any coercion, inducement, assurance or guarantee other than the consideration stated in the agreement, and intend my signature to be a complete and unconditional release of all liability by me and my employees, agents, relatives, assigns, representatives, successors, transferees, and attorneys to the greatest extent allowed by law.

9. This Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not to Sue, Indemnification, and Agreement shall become effective and in force upon final action by City Council.

MONICA LEMMON

By: 

Monica Lemmon
Print Name

Detective
Title

May 11, 2023
Date

Approval of Donation:

By: 
Steven C. Noeller, Chief of Police

May 11, 2023
Date



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR
OF ELIZABETH HARMES TO COMPLETE A FOUR-YEAR TERM
EXPIRING AUGUST 30, 2026 ON THE ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Elizabeth Harmes to complete a four year term expiring on August 30, 2026 on the ADA Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the ADA Advisory Committee selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990 and was amended most recently in January 2009. The ADA is a wide-ranging civil rights law that prohibits discrimination based on disability. Disability is defined as "a physical or mental impairment that substantially limits a major life activity," such as walking, seeing, hearing, breathing, thinking, socializing, and working, for example. The ADA includes a list of impairments to major life activities. For more information about what the ADA says, go to the ADA website.

Appointments for this committee are now being processed through the Mayor's Office. Following an announcement in the on the City's website and social media seeking volunteers to serve on this committee, an application was received.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The Committee recommends approval of this applicant.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. ADA - Harmes Packet

RESOLUTION NO. 15250

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ELIZABETH HARMES TO COMPLETE A FOUR-
YEAR TERM EXPIRING AUGUST 30, 2026 ON THE ADA
ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Elizabeth Harmes to ADA Advisory Committee to complete a four-year term expiring August 30, 2026; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Elizabeth Harmes is hereby appointed to the ADA Advisory Committee to complete a four-year term expiring August 30, 2026.

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.

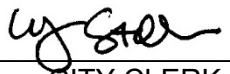
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 22, 2023

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, April 25, 2023 4:44:41 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	4/25/2023
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BOARD OR COMMISSION	ADA Advisory Committee
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Contact Information

FIRST NAME	Elizabeth
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LAST NAME	Harmes
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HOME ADDRESS	166 S Brewer Dr
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CITY	Pueblo West
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STATE	Colorado
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ZIP	81007
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OFFICE ADDRESS	166 S Brewer Dr
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CITY	Pueblo West
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STATE	Colorado
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ZIP	81007
-----	-------

DAYTIME PHONE	7192143436
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E-MAIL ADDRESS	elizabeth@sncommunityconnections.org
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ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

NO

OCCUPATION (or if
RETIRED, your
previous occupation)

IT Director for Remedy IT, LLC and Program Manager for
Special Needs Community Connections

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.

2022- Successfully created a Special Needs Stakeholder's
Committee representing multiple non-profits, families, State of
Colorado, City of Pueblo, and Pueblo West Metro
representatives. We meet monthly to identify community needs
for the special needs population.

2022- Started a Sensory Swim program for the special needs
population.

2023- Created the Inclusion Hour, Parks Project, and Inclusion
Garden in partnership with the City of Pueblo Parks & Recreation
Department staff. Worked to train City of Pueblo- Park & Rec as
well as Pueblo West Metro- Parks & Rec staff along with a
speech language pathologist, occupational therapist, and
behavioral health specialist on how to work with and deliver
programs to the special needs community.

2023- Working to create adaptive recreation leagues (T-ball) for
the pediatric and adult special needs populations.

2023- Working to create and ADA compliant park for people with
special needs.

2023- Working to create supportive employment programs
throughout the City of Pueblo.

2. Why are you
interested in being
appointed to this Board
or Commission?

I am a mother of a disabled child and I work with many special
needs families to create inclusive programs, support, and training
for the special needs population. I am already working with the
City of Pueblo, Pueblo West Metro, and I would like to combine
efforts to help the City of Pueblo and Pueblo County become
more inclusive and supportive of the special needs population. I
represent a diverse population and have a background of
working with governments to achieve such goals.

I am an Adjunct Professor with Pueblo Community College and I
teach at the City of Pueblo Leadership Academy, one of the

subjects I teach to city leaders is Diversity, Equity, and Inclusion-principles I wholeheartedly believe in.

I think my skillset, contacts, and initiatives will compliment the Board and add value to the Board.

3. What Goals would you like to see this Board or Commission accomplish?

I would like to see supportive employment initiatives, adaptive programs in recreation and educations, adaptive parks, and events that support people with diverse needs. I would like to see the City become ADA-compliant as a whole and work towards teaching the City how to communicate and administer programs to the special needs population.

4. List any other items that might be useful in consideration for your appointment to this Board or Commission.

I currently work with the City of Pueblo and Pueblo West Metro, please reference my non-profit website for program information:

<https://www.sncommunityconnections.org/>

(Section Break)

Upload résumé, references and/or other pertinent information

[Harmes_Resume_2022.pdf](#)

Email not displaying correctly? [View it in your browser.](#)



Elizabeth Harmes

I am an information technology professional with twelve years of experience in public safety systems and enterprise systems. Seeking to grow my professional expertise and experience in a new business sector.

EDUCATION

2013 | Colorado State University-Pueblo

Bachelor of Business Administration- Information Technology

SKILLS

Analytic	
Communication	
Technical Support	
Project Support	
Leadership	

CONTACT

📞 719-214-3436

✉️ lizharmes@gmail.com

📍 166 S Brewer Dr.
Pueblo West, CO 81007

WORK EXPERIENCE

Pueblo Community College | 2022 - present
Adjunct Professor

- Change management, leadership, and business intelligence corporate courses.

Pueblo Water | 2018 - 2019
Systems Analyst/Programmer II

- System administrator of AS4000, a systems analyst for human resource management, financial management system, customer information system, and utility data systems.

Remedy IT, LLC | 2020 - present

IT Director & Consultant

- Compliance consulting, technical project management, app development, tech management, business intelligence, and system engineering.

Monument Police Dept. | 2017 - 2019

Support Services Manager

- Records management, body-worn cameras, court administrator, agency LASO, and IT supervisor.

Fort Collins Police Services | 2015 - 2017

Systems Analyst

- Police systems admin, project management, electronic services, and system upgrades.

USDA/DOI | 2008 - 2018

Adjunct Professor

- Wildland fire initial attack, intelligence, predictive services, aircraft, logistics, and team support.

AWARDS

July 2017 | Fort Collins Police Services

Commitment to Excellence

Jan 2016 | City of Fort Collins

Customer Service Award



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR
OF HEATHER NORTON TO COMPLETE A FOUR-YEAR TERM
EXPIRING JANUARY 1, 2027 ON THE HISTORIC PRESERVATION
COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Heather Norton to complete a four-year term expiring January 1, 2027 on the Historic Preservation Commission.

PREVIOUS COUNCIL ACTION:

This Resolution confirms the appointment by the Mayor of Heather Norton to complete a four-year term expiring January 1, 2027 on the Historic Preservation Commission.

BACKGROUND:

Due to the resignation of Robyn Maestas, there is one appointment available to complete a four-year term on the Historic Preservation Commission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. HPC - Norton

RESOLUTION NO. 15251

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF HEATHER NORTON TO COMPLETE A FOUR-
YEAR TERM EXPIRING JANUARY 1, 2027 ON THE HISTORIC
PRESERVATION COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Heather Norton to the Historic Preservation Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Heather Norton to the Historic Preservation Commission to complete a four-year term expiring January 1, 2027 shall be and is hereby confirmed by the City Council.

SECTION 2.

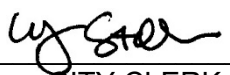
The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments described herein.

SECTION 3.

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

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, April 4, 2023 11:51:44 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	4/4/2023
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BOARD OR COMMISSION	Historic Preservation Committee
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Contact Information

FIRST NAME	Heather
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LAST NAME	Norton
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HOME ADDRESS	2006 Grand Ave
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CITY	Pueblo
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STATE	Co
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ZIP	81003
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OFFICE ADDRESS	<i>Field not completed.</i>
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CITY	<i>Field not completed.</i>
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STATE	<i>Field not completed.</i>
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ZIP	81003
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DAYTIME PHONE	719-253-2568
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E-MAIL ADDRESS	heathen753@msn.com
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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)

Computer Science

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 know about our local history quite a bit. I mainly know about the origins of our oldest bldgs. I also am trying to do the same for residences of the northside. I also helped pull together museum exhibits for the 1921 flood.

2. Why are you
interested in being
appointed to this Board
or Commission?

Help preserve our oldest bldgs and make some effort to document who blt them, originally. It's a good way to get our pioneers' names and efforts out there to be better know by the public.

3. What Goals would
you like to see this
Board or Commission
accomplish?

Mostly just to make sure our oldest bldgs are documented correctly, so they may continue to exist. Or if not that, to provide some knowledge of what exactly is they're historic value, if there is movement towards tearing any of them down. But I also would generally just like to get to know how workings of the committee and be a knowledgeable resource for them.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

I've taken a historic bldgs styles and surveys class that Adam Thomas gave at CSU-Pueblo. And I surveyed my own home as a result of taking that class.

I spoke of the history of the Thatcher Bldg in a Latino Chamber of Commerce video. Laurel Campbell recommended me to them. This was because she deferred to my knowledge of that bldg than her own.

I write about our oldest bldgs quite a bit on Facebook. So I am indeed trying to get our pioneers' names out there and known, in a broader manner than they were.

(Section Break)

Upload résumé,
references and/or other
pertinent information

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Email not displaying correctly? [View it in your browser.](#)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: AN ORDINANCE TRANSFERRING \$1,200,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT NO. CIAN23 - DEMOLITION OF UNSAFE STRUCTURES, AND BUDGETING AND APPROPRIATING \$1,200,000.00 TO SAID PROJECT

SUMMARY:

This Ordinance transfers \$1,200,000.00 from the 2023 fund balance of the General Fund, and budgets and appropriates said funds into Project No. CIAN23 - Unsafe Building Demolition to fund work associated with the demolition of the structure commonly known as "The Albany" located at 125 E. 7th Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The building located at 125 E. 7th Street was damaged by a fire that occurred on August 9, 2021. The building was subsequently condemned by Pueblo Regional Building Department and a Notice and Order to cause the abatement of hazards was issued to the property owner. The property owner was not responsive to the Notice and Order requirements and the case was referred to the City for demolition, in accordance with the 1997 Uniform Code for the Abatement of Dangerous Buildings, as amended and adopted in Title IV, Chapter 13 of the Pueblo Municipal Code. Currently, the structure is a highly-visible blight on the City and also presents a safety concern to residents. The City has conducted an environmental assessment of the structure which determined that asbestos-containing materials are present which require abatement.

Due to the extent of fire damage to the building, a demolition contractor would not be able to safely perform the abatement and demolition work using approved "standard" abatement methods normally required under Regulation Number 8 - Control of Hazardous Air Pollutants (5 CCR 1001-10). The City has applied to the Colorado

Department of Public Health and Environment (CDPHE) for a variance to perform the abatement using alternative methods and implementing risk mitigation measures which will be specifically required by CDPHE. The demolition and abatement work are estimated between \$1M and \$1.2M (including contingencies). Any budgeted and appropriated funds remaining after the Albany demolition work is completed will remain in the project account and used for other future unsafe building demolition projects.

FINANCIAL IMPLICATIONS:

This Ordinance will transfer \$1,200,000.00 from the General Fund Unappropriated Fund Balance and budget and appropriate that amount to Project No. CIAN23 - Demolition of Unsafe Structures.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will preclude the City from completing the demolition of the damaged structure located at 125 E. 7th Street.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE TRANSFERRING \$1,200,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT NO. CIAN23 - DEMOLITION OF UNSAFE STRUCTURES, AND BUDGETING AND APPROPRIATING \$1,200,000.00 TO SAID PROJECT

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

SECTION 1.

Funds in the amount of \$1,200,000.00 are hereby transferred from the 2023 unappropriated fund balance of the General Fund, and budgeted and appropriated into Project No. CIAN23 - Demolition of Unsafe Structures.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO SCHOOL DISTRICT NO. 60, A PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF AMOUNTS FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR PURPOSES THEREOF

SUMMARY:

This agreement will distribute available amounts in Fund No. 226, not to exceed the maximum amount of \$300,000 over the course of 2 years to Pueblo School District No. 60 to fund the hiring of an Intervention Coordinator to conduct school-based programs to prevent opioid and drug misuse and to conduct school and community education programs and campaigns.

PREVIOUS COUNCIL ACTION:

Council previously granted the Pueblo Department of Public Health & Environment (PDPHE) \$55,000 from this fund for the implementation of a county-wide substance use plan and for facilitation of the Substance Use Response Ecosystem (SURE) program.

BACKGROUND:

In August 2021, the Colorado Attorney General announced a plan for distributing opioid settlement funds obtained from a number of settlements with major drug manufacturers and distributors. Mayor Gradisar chose to opt into receiving these settlement funds, and to opt out of putting the City of Pueblo's funds into a regional pot for broader use, electing to take the funds to ensure specific use within the City itself. Approximately \$200,000 was received for Years 1 & 2 and about \$100,000 is expected every year for the next 19 years. This amount could increase over the next several years.

FINANCIAL IMPLICATIONS:

Funding received directly from the Opioid Settlement will be used for this project; this

program falls under proper intended use.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Discussions between the City and District 60 took place to pinpoint the best method for targeting programs to youth for prevention education; this position was the outcome.

ALTERNATIVES:

Funding could be diverted elsewhere for other "Approved Purposes" in keeping with the possible uses for Opioid Abatement Settlement Funds.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO SCHOOL DISTRICT NO. 60, A PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF AMOUNTS FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR PURPOSES THEREOF

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

SECTION 1.

The Subrecipient Agreement ("Agreement") dated XX 2023, between the City of Pueblo, a Colorado municipal corporation, and Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said 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 an amount not to exceed \$300,000.00, to be disbursed over the two (2) year term of the Agreement, are hereby authorized to be paid from Fund No. 226 - Opioid Abatement Settlement in accordance with the Agreement, for purposes of the Intervention Coordinator position.

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT AND RELATED FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY, 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 ONE HUNDRED AND FIFTY-THREE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$153,178) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement and related Facility Use Agreement with the Boys and Girls Clubs of Pueblo County, a Colorado nonprofit corporation ("Boys and Girls Club"), 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 \$153,178 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:

During a ten-week period during the months of June, July and August of 2023, Boys

and Girls Club shall operate on Fridays and Saturdays (1PM-11:30 PM) a Teen Nights program at the El Centro del Quinto Sol facility. Project funds shall be applied to cover operational costs of Boys and Girls Club including on-site staff, security, transportation, partner programming, certifications, field trips, training, nightly/daily cleaning and administration costs.

The Teen Nights program will engage young people in intentional, productive, and constructive ways while recognizing and enhancing their strengths and promote positive outcomes by providing opportunities, fostering positive relationships, and giving the support that is needed to develop young people's assets and prevent risky behaviors.

FINANCIAL IMPLICATIONS:

The Boys and Girls Club will receive \$153,178 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 Boys and Girls Club.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. El Centro Facility Use Agreement with Boys and Girls Clubs
2. Subrecipient Agreement between City and BG Club (Teen Nights) Final

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT AND RELATED FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY, 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 ONE HUNDRED AND FIFTY-THREE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$153,178) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

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

SECTION 1.

The Subrecipient Agreement and related Facility Use Agreement (“Agreements”) each dated May 22, 2023, between and the City of Pueblo, a Colorado municipal corporation and the Boys and Girls Clubs of Pueblo County, a Colorado nonprofit corporation, copies of which is attached hereto, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreements 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 \$153,178 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, subject to and conditioned upon the terms of the 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

FACILITY USE AGREEMENT

PARTIES: This Facility Use Agreement (“Agreement”) is made and entered into and effective as of June 12, 2023 (“Effective Date”), by and between the City of Pueblo, a Colorado municipal corporation, (“City”) located at 1 City Hall Place, Pueblo, Colorado, and the Boys and Girls Club of Pueblo County, a Colorado nonprofit corporation, (“BGC”). City and BGC may each be referred to herein individually as a "Party" or collectively as the "Parties."

PURPOSE: The purpose of this agreement is to enable BGC to provide a community program to local teenagers and provide “teen nights” (the “Program”). The Program will be open to all households with high school aged children. BGC will provide all staff, security, transportation, programming, certifications, field trips, training, administration, and all other services needed or desired to provide the Program. City’s sole responsibility shall be in offering space at its El Centro del Quinto Sol (“El Centro”) facilities for the Program.

AUTHORITY: This Agreement is entered into by and between the Parties in exercise of the authority set forth in the provisions herein.

TERM: The term of this Agreement shall begin on June 12, 2023 and terminate on September 1, 2023. This Agreement shall be conditioned on and run concurrently with the Subrecipient Agreement dated June 12, 2023, (“Subrecipient Agreement”) which provides BGC with American Rescue Plan Act (ARPA) funds for the Program. Should the Subrecipient Agreement terminate for any reason prior to September 1, 2023, this Agreement shall automatically terminate as of the same date.

NONDISCRIMINATION:

As applicable, both BGC and City agree not to discriminate in the selection, acceptance, or treatment of any participant or representative of either party pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements.

OBLIGATIONS OF THE PARTIES:

- A. City grants permission for BGC to enter and use the El Centro facilities located at 609 E. 6th Street, Pueblo, Colorado 81001 to provide the Program.
- B. BGC may use the areas of the El Centro facilities designated by City’s representative, except that BGC may not use El Centro’s Art Room, Science

Room, Concessions, Main Office (between the gym and multipurpose room), Second Floor Office, nor the back stairwell area. Use of the designated facilities by BGC will be limited to Fridays and Saturdays beginning June 16, 2023 through August 19, 2023, from 1:00 PM to 11:30 PM. The Parties may alter said dates and times upon their mutual agreement.

- C. City will provide general maintenance of the site, clean restrooms, floors, and provide paper goods for restrooms. BGC will be responsible for all preparation and cleaning associated with the Program. BGC's cleaning of the areas shall meet the standard practices maintained at the El Centro facilities and all Health Department regulations, including: the sweeping and mopping of floors, wiping down and disinfecting communal areas, emptying of trash and waste, and the washing, drying, and proper storage of all utensils.
- D. BGC shall be responsible for any damage to the property or equipment caused by its employees, volunteers, agents, participants, or any customers served. Program participants shall execute a waiver, in a form approved by the City, assuming all liability and risk associated with participating in the Program.
- E. BGC will be the sole Party financially responsible for the Program.

INSURANCE:

During the term of this Agreement, BGC shall provide City a current certificate of insurance policy evidencing its comprehensive and general liability insurance coverage. This insurance shall be written in amount not less than \$1,000,000.00 for each occurrence and \$2,000,000 aggregate. BGC shall also provide City with a written endorsement naming City as additional insured. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation, or cancellation. A copy of the Certificate of Liability Insurance must be on file with the City at the time this Agreement is approved by both Parties.

INDEMNIFICATION AND LIABILITY:

- A. BGC agrees to defend, hold harmless, and indemnify the City and its officers, employees, and agents (the "Indemnified Parties"), from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person or property, arising from or in any way connected with the activities contemplated under this Agreement, or any default or breach of any term of this Agreement by BGC. The Indemnified Parties shall have the right to retain their own counsel, in which

case those reasonable attorney and expert fees and costs shall be covered by BGC's indemnification obligations.

- B. BGC 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 the City, its Enterprises, controlled Nonprofit Corporations, their officers, agents, independent contractors, and employees ("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, or property damage or loss that BGC, its officers, agents, independent contractors, or employees may suffer, related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.
- C. BGC 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, or property damage or loss that BGC, its officers, agents, independent contractors, or employees may suffer related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.
- D. City and BGC agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.
- E. The Parties to this Agreement agree that each is responsible only for the actions of their respective officers, agents, employees, and participants.
- F. The Parties to this Agreement hereby assert that no liability is assumed by either Party for damages or injuries which arise from participants independently traveling to or from service sites.

TERMINATION AND SUSPENSION:

This Agreement may be terminated without cause by either Party at any time upon thirty (30) days prior written notice to the other Party. When required by law, this Agreement may be immediately suspended by either Party upon notice to the other Party; any such suspension shall not extend the term of this Agreement.

FORCE MAJEURE:

Neither Party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an

Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. In the event of damage or destruction to a material portion of the El Centro facility by reason of fire, storm or other casualty loss that renders the facility (or a material portion thereof) untenable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the facility (or a material portion thereof) untenable for a period estimated by an engineer or architect selected by City, of at least ninety (90) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement without any liability, upon written notice to the other.

FINANCIAL OBLIGATIONS:

- A. The parties to this Agreement hereby assert that no financial liability is assumed by either party for services provided outside the scope of this Agreement.
- B. City hereby agrees to provide the detailed areas of El Centro and to be financially responsible for utilities and daily maintenance, except as otherwise provided herein.
- C. BGC hereby agrees to provide the Program services with no financial liability to City, including but not limited to, payment of staff, meals, and travel expenses.

NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

If to City: Director of Parks and Recreation
Pueblo Parks and Recreation
800 Goodnight Avenue
Pueblo, CO 81005

With a copy to:

City Attorney
One City Hall Place, Third Floor
Pueblo, CO 81003

If to BGC: Boys and Girls Club of Pueblo County
635 W. Corona Avenue, Suite 100
Pueblo, CO 81004

ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between City and BGC, and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this Agreement. The Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived or amended, except by written instrument signed by the duly authorized representatives of City and BGC.

SEVERABILITY: Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforced as written to the full extent permitted by law.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this Agreement.

ASSIGNMENT: This Agreement shall not be assigned by BGC without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

SUBJECT TO LAW:

- A. 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.
- B. Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a municipal corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.
- C. Nothing in this Agreement is intended to, or 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.

- D. BGC agrees to conform to all City policies, ordinances, and state and federal laws, including, but not limited to, restrictions on room and building capacities.
- E. 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.
- F. 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.

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.

IN WITNESS WHEREOF, City and BGC have executed this Agreement as of the Effective Date.

City of Pueblo, A Municipal Corporation

Boys and Girls Club of Pueblo County

Nicholas A. Gradisar, Mayor

Authorized Signatory

Printed Name

Title

Attest:

City Clerk

Approved as to Form:

City Attorney

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 12th day of June, 2023, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Boys and Girls Clubs of Pueblo County, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds in connection with a summer education and enrichment program including "teen nights" to be operated during the months of June, July and August of 2023 (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) The past few years have been challenging for young people and families in the Pueblo community and the impact of Covid-19 created additional life-changing implications that have continued to affect Pueblo's local agencies, resources, government entities and funding opportunities.
- (b) Increasing resources for high poverty school districts including summer enrichment programs and support of students social, emotional and mental health needs is an important and recognized eligible use of CLRF Funds. Pueblo City Schools is a high poverty school district with 79.92% of students on free or reduced lunch.
- (b) Research indicates that young people who are surrounded by a variety of opportunities for positive encounters engage in less risky behavior and ultimately show evidence of higher rates of successful transitions into adulthood. (Alberts, et al.2006; Bandy & Moore, 2009; Eccles & Gootman, 2002; Roth & Brooks-Gunn, 2000; Pittman, Irby, & Ferber, 2001; Pittman, 1999; Lerner, 2004; Lerner et al., 2012; Lerner & Lerner, 2013; Catalano, Berglund, Ryan, Lonczack, & Hawkins, 2004).

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be

conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed One Hundred and Fifty-Three Thousand and One Hundred and Seventy-Eight Dollars (U.S. \$153,178.00). City shall make full payment to Subrecipient according to the following schedule subject to Subrecipient being in compliance with all terms and conditions of this Agreement and after approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient:
 - \$51,059 on June 15, 2023
 - \$51,059 on July 1, 2023
 - \$51,060 on August 1, 2013
- (d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

The term of this Agreement shall be from the Effective Date set forth above to September 1, 2023 unless sooner terminated as herein provided. The provisions of this Agreement pertaining to Subrecipient records, monitoring and evaluation, files and information, insurance and liability shall survive the expiration of the term of this Agreement and any other termination of this Agreement and continue in effect for a period of three years following any such 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.

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be

held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

- (c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars (\$50,000) per occurrence for property damage.
- (d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

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

17. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

18. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

[S E A L]

By_____
Nicholas A Gradisar, Mayor

Subrecipient:

BOYS AND GIRLS CLUBS OF
PUEBLO COUNTY
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.

SUBRECIPIENT'S SCOPE OF SERVICES

A. Principal Tasks

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. Subrecipient shall enter into the Facility Use Agreement with the City for the use of the facilities known as "El Centro del Quinto Sol", a copy of which is attached hereto and incorporated herein.

2. During a ten week period during the months of June, July and August of 2023, Subrecipient shall operate (including on-site staff, security, transportation, partner programming, certifications, field trips, training, nightly/daily cleaning and administration costs) a on Fridays and Saturdays (1PM-11:30 PM).

3. The teen nights program will engage young people in intentional, productive, and constructive ways while recognizing and enhancing their strengths and promote positive outcomes by providing opportunities, fostering positive relationships, and giving the support that is needed to develop young people's assets and prevent risky behaviors.

4. During the term of the Project, Subrecipient shall use best efforts to achieve the following goals for the Project:

- Average Daily Attendance: 75
- Registration of (unduplicated) teens during the course of the ten week performance period: 300.
- Increased positive relationships between adults and teens not less than 1:8 ratio.
- Young people have access to adequate positive opportunities
- Improvement in social and emotional skills and attitudes
- Reductions in internalizing symptoms and risky behaviors.

B. Performance Monitoring

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein including the following Outcome Objectives:

- Number of distinct registration forms collected
- Number of total attendance each night summed together and divided by number of nights
- Number of distinct program opportunities, driven by input from teens
- Number of adult volunteers and staff that interact with teens
- Delta between pre- and post-test survey results asking teens to self-identify feelings of wellbeing.

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 procedure may be initiated, in the sole discretion of the City.

C. Budget

During the term of the Project, Subrecipient shall be guided by the following budget:

Staff in Charge (2 positions) (35/hour x 8 hours/day x 40 days) May 1 - August 30	22,400
Program staff - 7 staff @ 25/hour for 20 days *11.5 hours/day	40,250
Security (50/hour x 11.5 hours) x 2	23,000
Transportation	6,000
Equipment and Furniture	7,000
Supplies	5,000
Marketing	5,000
Partner Programming (Art, Karaoke, spoken word, theater, etc)	10,000
Certifications – i.e. CPR/First Aid, Teen Mental Health First Aid, Serve Safe, Conflict Mediation (appx \$50/certificate x 15 each program)	4,500
Field Trips (i.e. water world, Elitch gardens, sand dunes, etc)– 6 field trips at an average of \$100/person x 15	9,000
Training (32 hours of training - program basics, teen programming, 1st aid/cpr, etc)	7,200
Custodial (weekly cleaning)	4,000
Administration @ 8%	9,828
Space - in kind provided by City	
Total	153,178

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. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. 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.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. 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:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D
COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes __, No __.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes __, No __.
If you answered "yes" please state which of the above entities best describes your business:

- c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Signed _____, 20__.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance would approve an agreement between the City of Pueblo and Colorado State University, Pueblo, to allow for an intern to work in the Office of the City Clerk.

PREVIOUS COUNCIL ACTION:

Council has previously approved similar agreements for interns from CSU-Pueblo to work and learn within the City.

BACKGROUND:

Mr. Tyran Johnson, a senior in the Political Science Department at CSU-Pueblo, has a strong interest in local government and inquired if the office of the City Clerk would be willing to support his interest in local administration/municipal government operations. An internship would provide him with invaluable educational experience, and he will receive course credit for his hours.

FINANCIAL IMPLICATIONS:

Paying Mr. Johnson \$15/hour for his 120 required hours to complete his internship would cost the City approximately \$1,650 in salary and \$267.47 in benefits for a total of \$1,917.47. This amount should be able to be covered in the already-budgeted wages and benefits under the City Clerk's office.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could recommend against allowing the internship.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Internship Agreement City of Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement between the City of Pueblo, a municipal corporation and the Board of Governors of the Colorado State University System, acting by and through Colorado State University, Pueblo, 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

INTERNSHIP SITE AGREEMENT (PAID) BETWEEN
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM,
ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO
AND
PUEBLO, A MUNICIPAL CORPORATION

This Internship Site Agreement (the "Agreement") is made, and entered into between THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY - PUEBLO ("University"), and **Pueblo, a municipal corporation** ("Internship") if appropriate), (singularly "party" and together "parties"), entered into on this 5/6/2023

WITNESSETH:

WHEREAS, certain CSU-Pueblo students in **various** Department ("Students") at the University are able to obtain Internship Site/research experiences; and

WHEREAS, **Internship Site** desires to participate and cooperate with University to implement said program by accepting and placing Students with **Internship Site** to enable them to obtain Internship Site/research experiences by providing services to **Internship Site**; and

WHEREAS, this Agreement will serve as recognition of the separate and mutual responsibilities of the University and **Internship Site** to each other and to the Students involved;

THEREFORE, in consideration of the mutual goals herein, the parties agree as follows:

I. SCOPE OF THE INTERNSHIP SITE

- A. **Student will perform duties and obligations as assigned by the City of Pueblo Department in collaboration with the Student's department.**
- B. The Internship Site hours will be set by the supervisor of **Internship Site** at a later time so that the Students and **Internship Site** may find a mutually convenient time(s).
- C. The student Internship Site between **Internship Site** and University will commence on the 5/6/2023 and end on the 12/31/2023

II. UNIVERSITY RESPONSIBILITIES

- A. Assign a faculty member to be the instructional supervisor for Students placed at **Internship Site**.
- B. Observe appropriate channels as designated by **Internship Site** for coordinating Internship Site/research experiences.
- C. Have faculty participate in individual and/or group conferences with appropriate **Internship Site** staff for the purpose of discussing objectives and planning for learning experiences and evaluating Student performance.

- D. Have its representatives, if possible, confer at least annually with **Internship Site** for joint review of the program and progress of Students placed at **Internship Site**.
- E. Provide a faculty member assigned pursuant to this Agreement to make regular site visits one or more times during the period of field placement to review the Student's activities and to consult with a counterpart **Internship Site** staff member concerning the educational experience and progress of Students working at **Internship Site**. **Internship Site** recognizes that on site visits may be impractical, and will work with University to develop mutually satisfactory alternatives if necessary.)
- F. University shall ensure that Student meets all necessary requirements to perform as an intern at Internship Site as contemplated by this Agreement, including if applicable, work authorizations. University shall apprise Student of (i) Student's obligation to comply with the City Charter, ordinances and applicable rules and regulations; and (ii) Student's obligation to faithfully perform assigned tasks.

III. **Internship Site** RESPONSIBILITIES

- A. Make its resources and facilities available for Internship Site/research experiences for Students.
- B. Cooperate with the University faculty in planning for the educational program and for evaluating the experiences and Student performance.
- C. Internship Site shall have sole authority and control over all aspects of organizations services including those activities wherein Students may be exposed to or interrelate with Internship Sites organization.
- D. Designate a qualified staff member who will be responsible for the daily supervision and performance of Students and will participate with the University's faculty member in evaluating Students under their supervision.
- E. Comply with the Fair Labor Standards Act (FLSA) before classifying an intern as an unpaid "trainee" if applicable.
- F. In accordance with the Family Education Rights and Privacy Act (FERPA), Internship Site shall keep and maintain the confidentiality of education records which may be disclosed to Internship Site by University with respect to any Student.
- G. If the Internship Site requires that a student complete a background check, the site will be responsible for the cost of the background check. **Internship Site** retains the right to reject any Student based on the results of the background check. If the Student does not pass the background check he or she will be informed of the reasons pursuant to the Fair Credit Report Act. The University will not be given any information relating to the failure other than the fact that the Student did not pass.

- H. Adhere to all Federal and State employment laws and regulations, including adherence to current Federal and State wage laws, if applicable.
- I. The Internship Site will be deemed an “Employer” for the purpose of providing on-the-job training for students and shall provide sufficient workers' compensation and liability insurance for the student pursuant CRS 8-40-302(7)(a).
- J. Provide appropriate wages to the student for the tasks assigned to the student and be responsible for all federal, state payroll taxes and deductions from the student’s earnings; provided, however, any such wages shall be determined and comply with all requirements set forth in Section 6-5-18, P.M.C.
- K. The student intern is not to replace a permanent employee of **Internship Site**. Consistent with the requirements of Section 6-1-3(1)(m), P.M.C., no Student shall be paid to work greater than 1,326 hours in a calendar year.

IV. **Internship Site AND UNIVERSITY FURTHER AGREE:**

- A. The assignment of Students, faculty and **Internship Site** personnel will be made without regard to the age, citizenship, creed, color, disability, gender, gender expression, gender identity, genetic information, national origin or ancestry, pregnancy, race, religion, sex, sexual orientation or veteran status of the persons involved.
- B. **Internship Site** may at its sole and absolute discretion dismiss any Student from participation in the program contemplated by this Agreement. It is expressly understood and agreed by the parties that any employment of the Student by the Internship Site which may occur by operation of this Agreement is at will, and Internship Site may terminate the employment relationship without liability at any time, with or without cause, and without advance notice or any procedure or formality. University shall assure that all Students are aware of and understand the rights of Internship Site set forth in this Subsection IV. B.
- C. University may withdraw any Student whose progress, conduct, or performance in practice does not meet standards for continuation in the program, or when **Internship Site** does not provide agreed upon educational experiences for the Student.
- D. This Agreement may be terminated upon the giving of thirty days' written notice by either party to the other party. Students already enrolled and participating in good standing in the program shall have an opportunity to complete the program at **Internship Site** to meet the course of study requirements for graduation unless dismissed by Internship Site pursuant to above Subsection IV.B.
- E. In advance or the early days of each semester, University will disclose the number of Students and the Students requested to be placed at the **Internship Site**. Selection of the number of Students and the specific Students, if any, to participate in the program

contemplated by this Agreement shall be at the sole and absolute discretion of the Internship Site.

- F. University and **Internship Site** agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties hereto are not partners, agents, nor principals of one another. University's interns shall not act as the **Internship Site** agents or representatives in any capacity, and shall not make any commitments on behalf of the **Internship Site**.
- G. This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.
- H. This agreement cannot be assigned, except with the express written permission of the non-assigning party.
- I. Nothing contained in this Agreement shall be construed as an express or implied waiver by University or Internship Site of its governmental and sovereign immunities, as an express or implied acceptance by University or Internship Site of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as a pledge of the full faith and credit of the state of Colorado or the City of Pueblo, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of article XI, Section 1 of the Colorado Constitution.
- J. 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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized agents and is effective upon the date and signatures below:

CSU-Pueblo Representative Name (printed)

Pueblo, a municipal corporation

CSU-Pueblo Representative Signature

President of City Council

Date

Date

ATTEST:

City Clerk

CSU-Pueblo Provost Name (printed)

CSU-Pueblo Provost

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE THE SOUTHERN PORTION OF LOT 2, BLOCK 1 PARK WEST BUSINESS CAMPUS FILING NO. 9, APPROXIMATELY 11.85 ACRES GENERALLY LOCATED EAST OF PUEBLO BOULEVARD AND SOUTH OF EAST SPAULDING AVENUE FROM B-3, HIGHWAY ARTERIAL ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone the southern portion of Lot 2, Block 1 Park West Business Campus Filing No.9, containing approximately 11.85 acres generally located east of Pueblo Boulevard and south of East Spaulding Avenue from B-3, Highway and Arterial Zone District to R-5, Mixed Residential and Office Zone District.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to create a Special Area Plan for Lot 1 of Cottages at Park West consisting of 11.83 acres and is also requesting to re-subdivide 28.35 acres of the property for future development.

BACKGROUND:

The Cottages at Park West is a proposed 11.83-acre development located in west Pueblo adjacent to Pueblo Boulevard and Spaulding Avenue in the Park West Business Campus Subdivision. The project area is part of the 2001 Qwanzo – Master Land Use Plan (MP-01-07), which designates the project area as commercial and multifamily residential. According to the Master Plan, the northern portion of the proposed Cottages development is designated commercial, and the southern portion is multifamily residential. The applicant is requesting to apply the multifamily residential use designation to the entire project site and rezone to R-5 to facilitate development of 194 rentable duplexes all on a single lot. The subject property is currently zoned Highway and Arterial, B-3; to the west is Pueblo Boulevard and the Honor Farm open space,

zoned S-1; to the south is an arroyo, zoned S-3 and Bonaventure Senior multifamily residential, zoned R-5. The Villas at Park West, a market rate multifamily residential development, is located to the southeast of the proposed Cottages development and is also zoned R-5. The unimproved land, zoned B-3 and located directly north of the proposed development, will be subdivided into a separate lot for future commercial development. The future land use designation for this site is institutional mixed-use, which allows for supporting multi-family residential land uses at varying densities.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 12, 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:

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:

1. Z-22-05 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE THE SOUTHERN PORTION OF LOT 2, BLOCK 1 PARK WEST BUSINESS CAMPUS FILING NO. 9, APPROXIMATELY 11.85 ACRES GENERALLY LOCATED EAST OF PUEBLO BOULEVARD AND SOUTH OF EAST SPAULDING AVENUE FROM B-3, HIGHWAY ARTERIAL ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway and Arterial Zone District to R-5, Multiple Residential and Office Zone District:

A PORTION OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, RECORDED OCTOBER 01, 2014 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1986430, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS BASED UPON A PORTION OF THE CENTERLINE OF SPAULDING AVENUE, AS DEDICATED ON THE PLAT OF PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004 IN SAID RECORDS UNDER RECEPTION NO. 1555457, BEING MONUMENTED ON THE BOTH ENDS BY A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE, BEING ASSUMED TO BEAR NORTH 01°43'18" WEST A DISTANCE OF 1125.14 FEET;

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9;

THENCE ON THE EXTERIOR OF SAID LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9 THE FOLLOWING (5) FIVE COURSES:

1. THENCE NORTH 53°04'55" WEST A DISTANCE OF 81.17 FEET;
2. THENCE NORTH 64°47'27" WEST A DISTANCE OF 200.34 FEET;
3. THENCE NORTH 46°10'53" WEST A DISTANCE OF 326.56 FEET;
4. THENCE NORTH 50°25'33" WEST A DISTANCE OF 220.61 FEET;
5. THENCE NORTH 01°45'08" WEST A DISTANCE OF 532.48 FEET;

THENCE NORTH 89°12'24" EAST A DISTANCE OF 485.52 FEET TO A 52.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 64°35'23" EAST;

THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°22'59", AN ARC DISTANCE OF 59.34 FEET;

THENCE NORTH 89°12'24" EAST A DISTANCE OF 111.61 FEET TO SAID EXTERIOR;

THENCE ON SAID EXTERIOR THE FOLLOWING (2) TWO COURSES:

1. THENCE SOUTH 01°43'18" EAST A DISTANCE OF 573.35 FEET;
2. THENCE SOUTH 00°47'55" EAST A DISTANCE OF 438.50 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 516,232 SQUARE FEET OR (11.85105 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.

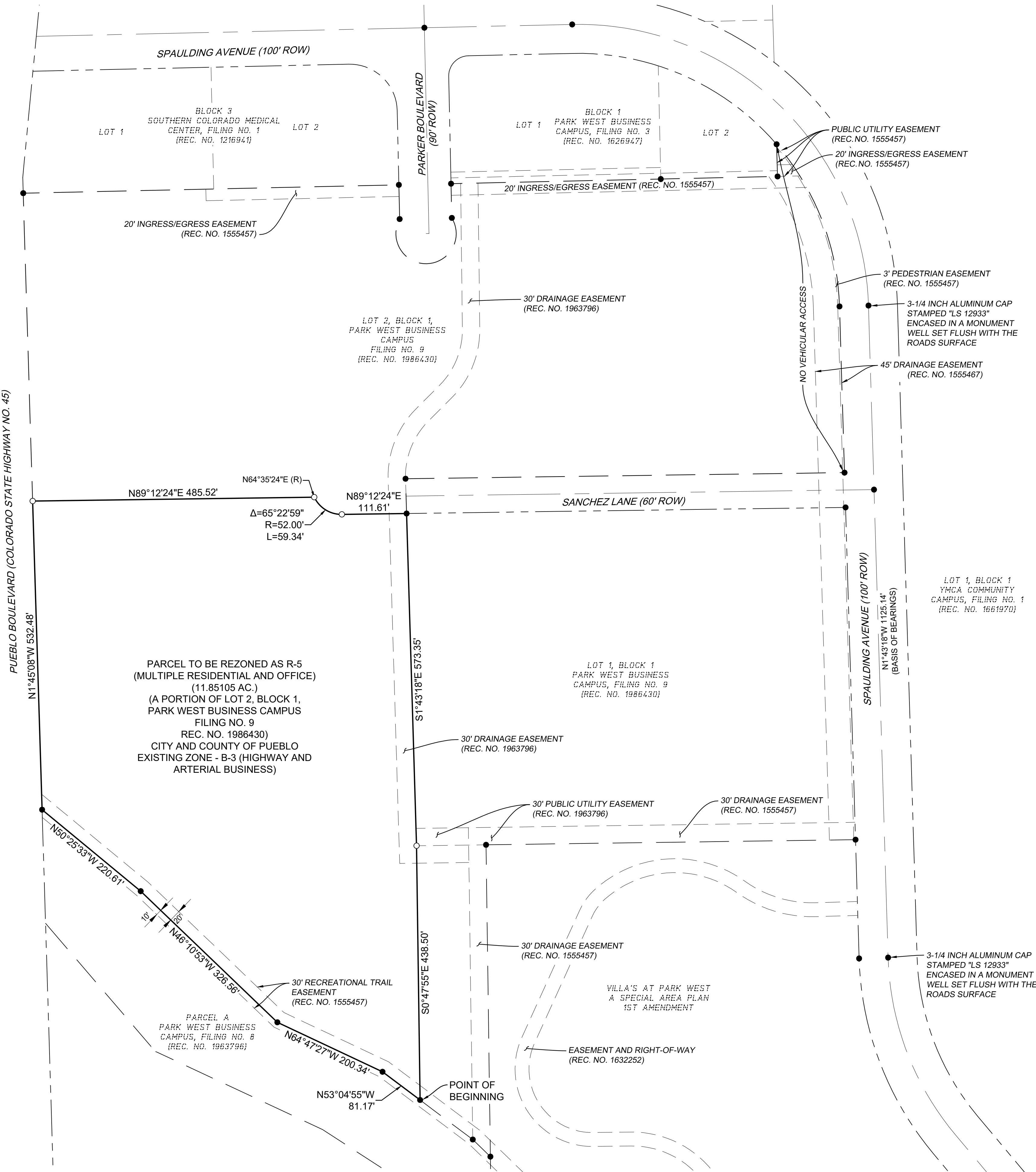
President of City Council

ATTEST

City Clerk

ZONE CHANGE - EXHIBIT "B"
COTTAGES AT PARK WEST

CITY AND COUNTY OF PUEBLO



CONSULTANTS:

APPLICANT/CIVIL ENGINEER



2435 RESEARCH PARKWAY,
SUITE 300 COLORADO
SPRINGS, CO 80920 PHONE:
719-575-0100
FAX: 719-575-0208

PROJECT:

COTTAGES AT PARK WEST
ZONE CHANGE

CITY AND COUNTY OF PUEBLO

OWNER:

QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY
102 N CASCADE, STE 250
COLORADO SPRINGS, CO, 80903

ISSUE:

FIRST CITY SUBMITTAL: FEBRUARY 16, 2022
SECOND CITY SUBMITTAL: AUGUST 18, 2022

DRAWING INFORMATION:

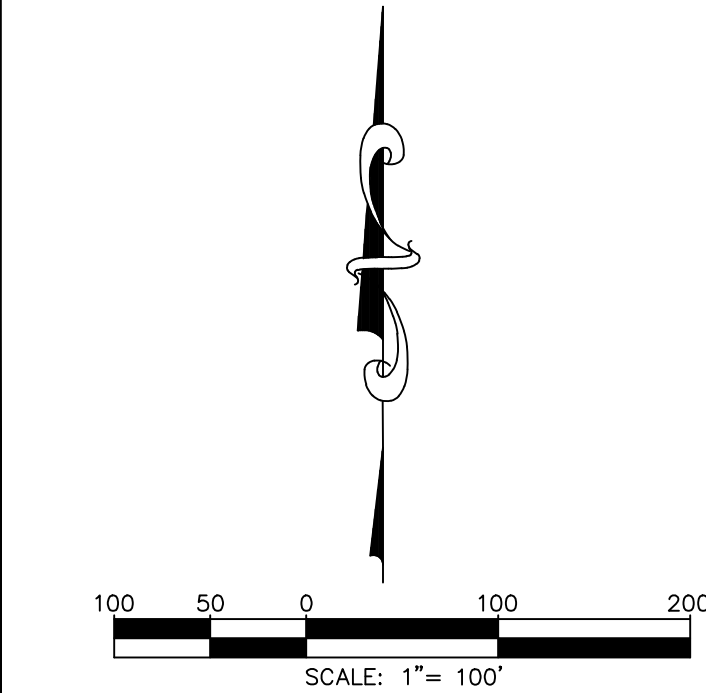
PROJECT NO:	21.1028.003
DRAWN BY:	PATRICK JERNIGAN
CHECKED BY:	PATRICK JERNIGAN
APPROVED BY:	
SHEET TITLE:	

ZONE CHANGE

SHEET 2 OF 2

CASE NO. S-XX-XX

S:\21.1028.003 Cottages at Park West\700 Survey\Draw\Zone Change\COTTAGES AT PARK WEST ZONE CHANGE.dwg



PREPARED BY:

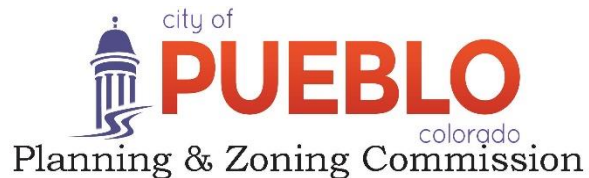


2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
Phone: 719-575-0100
Fax: 719-575-0208

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, October 12, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>

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

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

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; Bart Mikitowicz, Sr. Planner, and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Spinuzzi moved to approve the October 12, 2022, agenda Commission Public Hearing. Motion was seconded by Aznar. Motion passed 6-0, (Bailey Absent)

PUBLIC HEARING AND ACTION

REGULAR AGENDA

1a. Z-22-05 **Rezoning** Cottages at Park West, Parcel 515064010 - Lot 2, Block 1 Park West Business Campus Filing No. 9 Formerly #05-150-64-007: approximately 28.35 acres generally located East of Pueblo Blvd and South of E. Spaulding Ave from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District. Staff report by Bart Mikitowicz, Senior Planner. *Continued from the September 14, 2022, hearing.*

Public Hearing:

- Applicant, Nichole Schanel, Matrix Design Group, was sworn in by City Attorney Kogovsek and testified in support of the application.

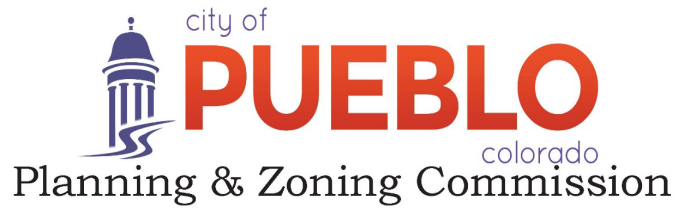
Commission Action: Bailey moved to recommend approval to City Council, Second by Avalos

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: 9/14/2022

SUBJECT: **REZONE: Cottages at Park West, approximately 11.85 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.**

APPLICANT: Kelly Marshall, Matrix Design Group

PROPERTY OWNER: Tom Cone, Qwanzo LLC

EXISTING ZONE: B-3, Highway and Arterial Business District

PROPOSED ZONE: Multiple Residential and Office (R-5) Zone District.

CONCURRENT REQUESTS: S-22-03: Subdivision Cottages at Park West, SAP-22-01 Special Area Plan Cottages at Park West

REQUEST:

Applicant is requesting to rezone the southern portion of - Lot 2, Block 1 Park West Business Campus Filing No. 9, approximately 11.85 acres generally located east of Pueblo Blvd and south of east Spaulding Ave from Highway and Arterial (B-3) Zone District to Mixed Residential and Office (R-5) Zone District.

BACKGROUND & ANALYSIS:

The Cottages at Park West is a proposed 11.83-acre development located in west Pueblo adjacent to Pueblo Blvd and Spaulding Ave in the Park West Business Campus Subdivision. The project area is part of the 2001 Qwanzo – Master Land Use Plan (MP-01-07), which designates the project area as commercial and multifamily residential. According to the Master Plan, the northern portion of the proposed Cottages development is designated commercial and the southern portion is multifamily residential. The applicant is requesting to apply the multifamily residential use designation to the entire project site and rezone to R-5 to facilitate development of 194 rentable duplexes all on a single lot.

The subject property is currently zoned Highway and Arterial, B-3; to the west is Pueblo Blvd and the Honor Farm open space, zoned S-1; to the south is an arroyo, zoned S-3 and Bonaventure Senior multifamily residential, zoned R-5. The Villas at Park West, a market rate multifamily residential development, is located to the southeast of the proposed Cottages development and is also zoned R-5. The unimproved land, zoned B-3 and located directly north of the proposed development, will be subdivided into a separate lot for future commercial development. The future land use designation for this site is institutional mixed-use, which allows for supporting multi-family residential land uses at varying densities.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS
CHARACTER AND COMPATIBILITY:
☐ **Site Character:**

The subject property is flat, unimproved land with native grasses.

☐ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District, unimproved land
East	PUD, Spanish Peaks Health and Wellness Center Planned Unit Development, unimproved
	R-5, Villas at Park West multifamily residential
South	S-3 Floodplain District, Arroyo
	R-5, Bonaventure of Pueblo, Senior multifamily residential
West	S-1 Government Use District, Honor Farm open space

☐ **Comprehensive Plan Compliance:**

The project site has been designated by the Comprehensive Plan as Institutional Mixed Use is a category that includes hospitals, governmental campuses, educational institutions, and other public and semipublic uses. Supporting land uses include medical offices, lodging, restaurants, dormitories, and multi-family residential. The proposed high-density residential is considered a supporting land use for the medical and professional campus located north.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:
☐ **Minimum lot size and area:**

- R-5 Zone District requires Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space;
- The lot meets the minimum standards; Lot area is 515,452 sqft, and the 192 planned units meet the 1,000 sqft per dwelling unit requirement, without exceeding any lot coverage requirements.

☐ **Lot coverage:**

- The R-5 Zone District allow a maximum lot coverage of 50%.
- The proposed development does not exceed the 50% lot coverage maximum.

☐ **Maximum height:**

- The R-5 Zone District allows unlimited maximum building height, provided there are additional setbacks for structures over 35 feet in height.
- There are no proposed structures that exceed the maximum building height.

☐ **Setbacks:**

- The R-5 Zone District require the following setbacks:
 - Front: 25 feet
 - Side: 5 feet
 - Rear: 15 feet
- The proposed development will meet the required setbacks.

☐ **Conclusion:**

The property has the ability to comply with the proposed zone district.

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 affidavit for the applicant.

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

Comments - A full legal description of the property was provided with the application and is attached to the staff report.

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

Comments - The application states Cottages at Park West will provide 194 rental dwelling units within 97 duplex buildings, for a density of 16.4 DU/Acre. Four of the five building footprint types provided are one-story with two dwelling units side by side. The other building footprint is a two-story building with one unit on the first floor and one above on the second floor. The dwelling units range from 360 SF to 900 SF.

The Cottages at Park West site plan provides private roadway circulation and parking with a sidewalk network connecting to residential units, open space, and amenity areas.

A main private drive will loop around the site, connecting with one internal east-west drive. Parking spaces are provided throughout the site, adjoined to the private drives and connecting to pedestrian sidewalks. In addition to the 255 surface parking spaces, 36 spaces will be provided within enclosed garages. Some of the residential units face the drive isles while further internal to the site, residential buildings will be oriented facing a shared pedestrian greenway. This pedestrian greenway serves as a north-south spine of the site connecting amenities such as the clubhouse, playground, fenced dog park, and connection to the regional trail running along the Wildhorse Creek Tributary on the south end of the site.

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 was provided and meets the R-5 regulations

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

Comments - No date was indicated.

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 indicate financial feasibility.**REFERRAL AGENCIES AND COMMENTS:**

- City Public Works – No Comment
- City Transportation – No Comment
- City Law Department – No Comment
- City Stormwater – No Comment
- Pueblo Regional Building Department – No Comment
- City Fire Department – No Comment
- City Wastewater – No Comment
- City Parks and Recreation Department – No Comment
- Xcel Energy – No Comment
- Black Hills Energy – No Comment
- CDOT – No Comment

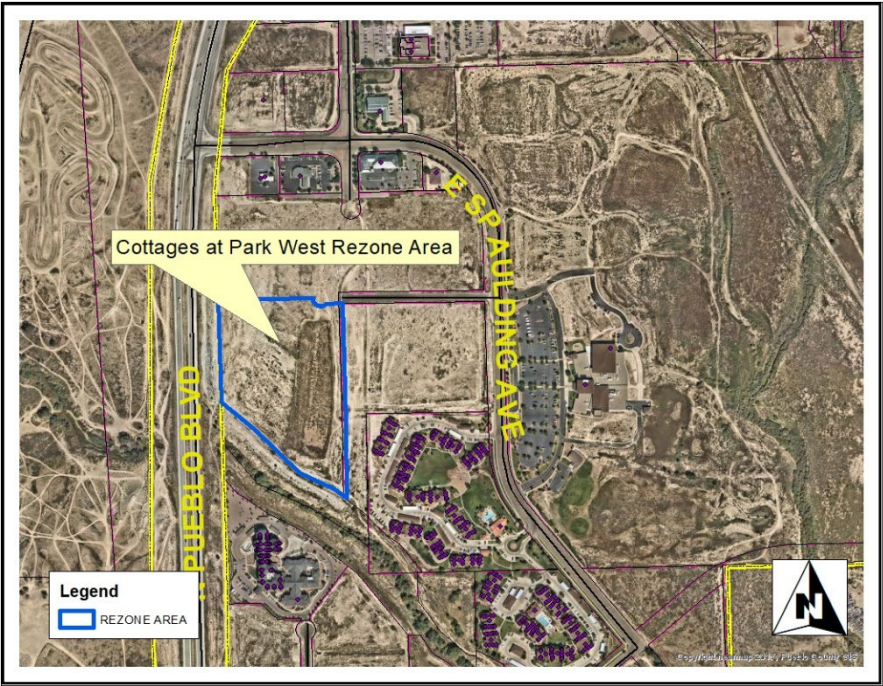
RECOMMENDED ACTION:

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

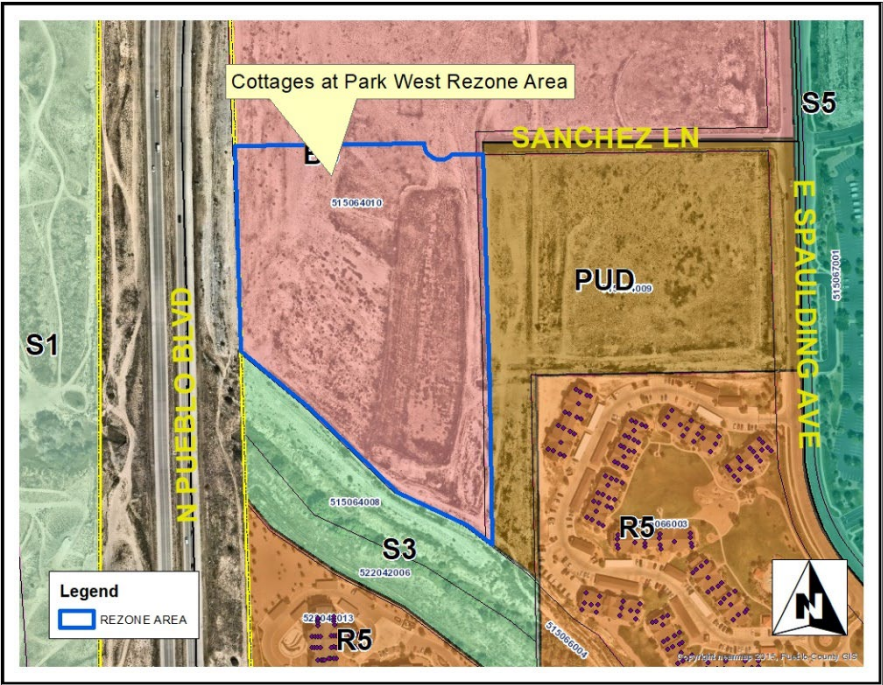
ATTACHMENTS:

- A. Aerial Map**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photographs**
- E. Rezoning Exhibit**
- F. Tentative Site Plan**
- G. Qwanzo Master Plan**
- H. Application**

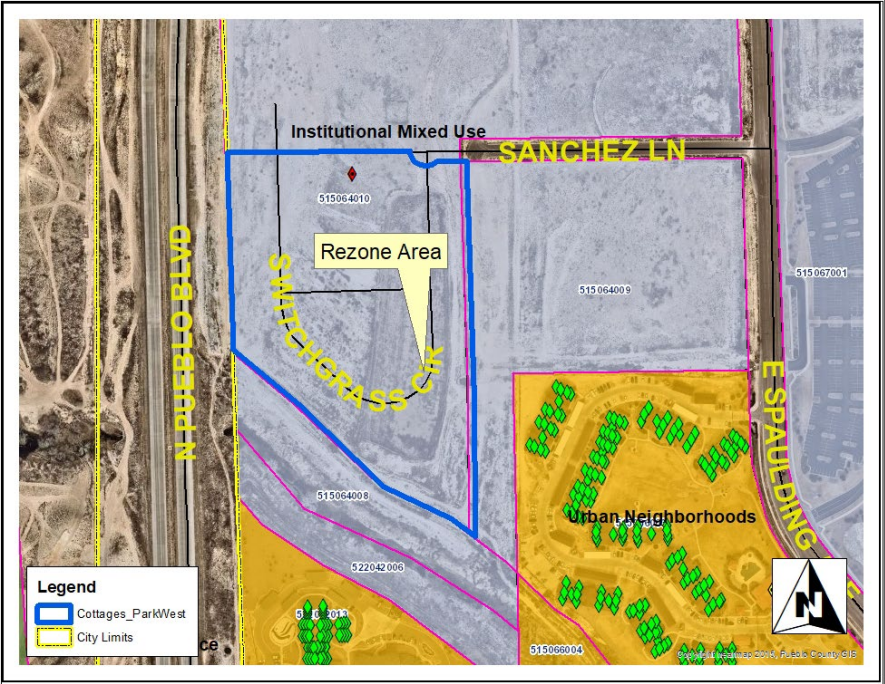
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photos

Picture from Sanchez Lane facing South



Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
O 719.575.0100
F 719.575.0208
matrixdesigngroup.com

EXHIBIT A COTTAGES AT PARK WEST - REZONE

A PORTION OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, RECORDED OCTOBER 01, 2014 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1986430, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS BASED UPON A PORTION OF THE CENTERLINE OF SPAULDING AVENUE, AS DEDICATED ON THE PLAT OF PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004 IN SAID RECORDS UNDER RECEPTION NO. 1555457, BEING MONUMENTED ON THE BOTH ENDS BY A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE, BEING ASSUMED TO BEAR NORTH 01°43'18" WEST A DISTANCE OF 1125.14 FEET;

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9;

THENCE ON THE EXTERIOR OF SAID LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9 THE FOLLOWING (5) FIVE COURSES:

1. THENCE NORTH 53°04'55" WEST A DISTANCE OF 81.17 FEET;
2. THENCE NORTH 64°47'27" WEST A DISTANCE OF 200.34 FEET;
3. THENCE NORTH 46°10'53" WEST A DISTANCE OF 326.56 FEET;
4. THENCE NORTH 50°25'33" WEST A DISTANCE OF 220.61 FEET;
5. THENCE NORTH 01°45'08" WEST A DISTANCE OF 532.08 FEET;

THENCE NORTH 89°12'05" EAST A DISTANCE OF 491.17 FEET TO A 42.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°12'05" EAST;

THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 134°24'55", AN ARC DISTANCE OF 98.53 FEET;

THENCE NORTH 89°12'05" EAST A DISTANCE OF 81.84 FEET TO SAID EXTERIOR;

THENCE ON SAID EXTERIOR THE FOLLOWING (2) TWO COURSES:

1. THENCE SOUTH 01°43'18" EAST A DISTANCE OF 573.35 FEET;
2. THENCE SOUTH 00°47'55" EAST A DISTANCE OF 438.50 FEET TO THE **POINT OF BEGINNING**

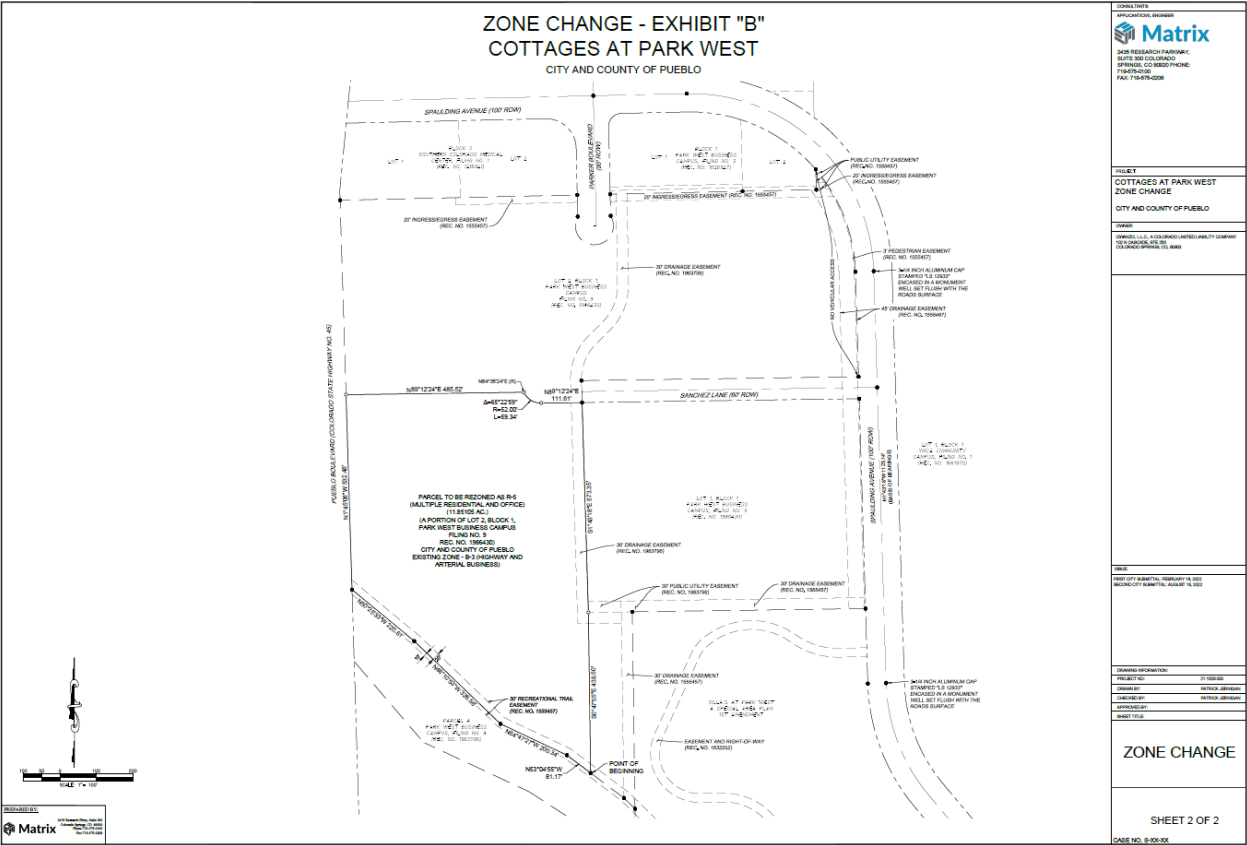
THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 515,453 SQUARE FEET OR (11.83317 ACRES), MORE OR LESS.



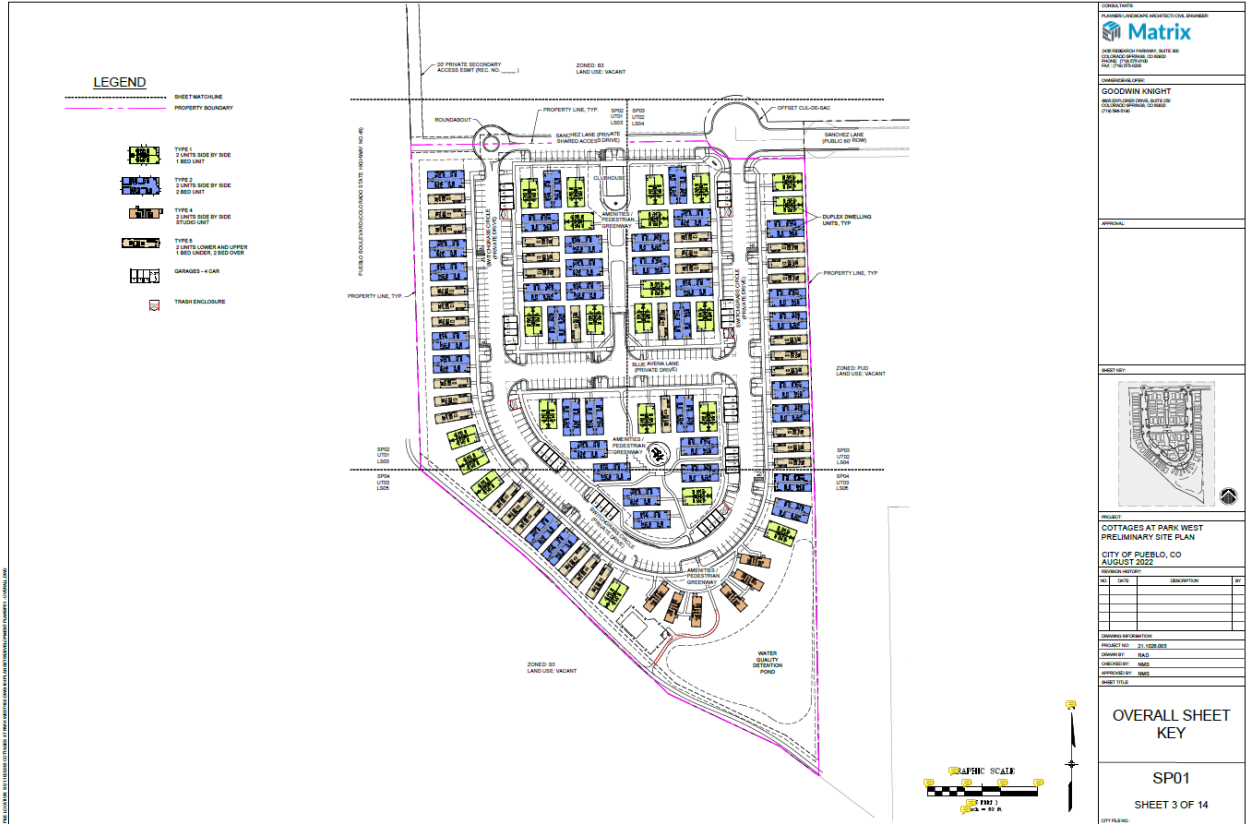
PATRICK S. JERNIGAN, PLS 37042
PREPARED FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.
2435 RESEARCH PKWY, SUITE 300
COLORADO SPRINGS, CO 80920
PH. (719)575-0100

Anniston, AL | Atlanta, GA | Colorado Springs, CO | Denver, CO | Niceville, FL | Parsons, KS | Phoenix, AZ
Sacramento, CA | Tamuning, GUAM | Texarkana, TX | Washington, DC

S:\21.1028.003 Cottages at Park West\700 Survey\Legal Descriptions\ZONE CHANGE\Cottages at Park West Rezone.docx
Page 1 of 1



E. Rezoning Exhibit



F. Tentative Site Plan



G. Qwanzo Master Plan



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: Tom Cone		Name: Kelly Marshall			
	Company Qwanzo LLC		Company: Matrix Design Group			
	Address: 102 N Cascade Ave. Ste 250	Zip: 80903	Address: 2435 Research Blvd. Ste 300	Zip: 80920		
	Phone: ()		Phone: (719) 575-0100			
	Email: tomcone@oliverreg.com		Email: kelly.marshall@matrixdesigngroup.com			
	Engineer		Surveyor			
	Name: Nicole Schanel		Name: Robert Meadows			
	Company: Matrix Design Group		Company: Matrix Design Group			
	Address: 2435 Research Blvd. Ste 300	Zip: 80920	Address: 2435 Research Blvd. Ste 300	Zip: 80920		
Property Info	Phone: (719) 575-0100		Phone: (719) 575-0100			
	Email: nicole_schanel@matrixdesigngroup.com		Email: bob_meadows@matrixdesigngroup.com			
	The applicant will be the primary contact unless otherwise noted.					
Project Scope	Project Location:					
	(address or general description) Southeast of N Pueblo Boulevard and E Spaulding Avenue					
	Parcel No(s): 515064010					
	Existing Zone: B-3		Proposed Zone (if applicable): R-5			
	PUD Name (if applicable):					
	Project Name: Cottages at Park West					
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____					
	☐ Overall Development Plan					
	☐ Site Plan Review: Building area: _____ sf ☐ HARP ☐ Development Plan ☐ PUD ☐ Student Housing					
	☒ Special Area Plan					
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____					
	☒ Subdivision: # of lots: 2 Total acres: 28.35 AC					
	☐ Text Amendment					
	☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____					
	☒ Other: Zoning Amendment					

(Continue Next Page)

5/2020

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: <u>See separate project statement</u>		
	What is the total acreage included in the project? <u>12.5 Acres</u>		
	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:	<u>Tom Cope</u>	
	Signature:		Date: <u>2-23-22</u>
	Applicant, if different from Property Owner		
Signatures	Print Name:	<u>Kelly Marshall</u>	
	Signature:		Date: <u>2-23-22</u>

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

5/20/20

August 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Kelly Marshall, Matrix Design Group** for the approval of the following application(s) generally located East of Pueblo Blvd and South of E. Spaulding Ave.

Z-22-05 Rezone: Cottages at Park West, Parcel 515064010: approximately 28.35 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.

S-22-03 Subdivision: Cottages at Park West, subdivision of 28.35 acres into 194 single-family and duplex residential lots.

SAP-22-01 Special Area Plan: Cottages at Park West. Requesting approval for a Special Area Plan to coincide with the Subdivision and Rezoning of approximately 28.35 acres.

The Planning and Zoning Commission meeting will be held on September 14, 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 **Bart Mikitowicz**, Senior Planner

(719) 553-2321

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Scott Hobson, Acting Director

Planning & Community Development

By **Bart Mikitowicz**, Senior Planner

(719) 553-2321

CASE NUMBER Z-22-05

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 515064010 COTTAGES AT PARKWEST to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at PARCEL 515064010 COTTAGES AT PARKWEST, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
QWANZO LLC	102 N CASCADE AVE STE 250	COLORADO SPRING	CO	80903-1409
VILLAS AT PARK WEST LLC	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
PRO MANAGEMENT LLC	275 CAMINO DE LOS RANCHOS S	PUEBLO	CO	81007-2010
M W S H PUEBLO LLC	3425 BOONE RD SE	SALEM	OR	97317-9336
PARKER + SPAULDING LLC	3470 PARKER BLVD	PUEBLO	CO	81008-2280
BANFF HOLDINGS LLC	3530 E SPAULDING AVE	PUEBLO	CO	81008-2209
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745
SPANISH PEAKS ASSET MANAGEM	41 MONTEBELLO RD STE 200	PUEBLO	CO	81001-1366
Y M C A COMMUNITY CAMPUS LI	700 N ALBANY AVE	PUEBLO	CO	81003-4126
ENT FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO SPRING	CO	80920-6517
CITY OF PUEBLO A MUNICIPAL CO	PO BOX 1427	PUEBLO	CO	81002-1427
V I P HEALTH CARD LLC	PO BOX 7887	PUEBLO WEST	CO	81007-0887



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE COTTAGES AT PARK WEST SPECIAL AREA PLAN

SUMMARY:

This Ordinance creates a Special Area Plan consisting of 11.83 acres.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone 11.83 acres at the southern portion of Lot 2, Block 1 Park West Business Campus Filing No. 9 and is also requesting to re-subdivide 28.35 acres of the property for future development.

BACKGROUND:

The Cottages at Park West, A Special Area Plan, is a proposed 11.83-acre residential development located in Lot 1 of the Cottages at Park West, Subdivision. The applicant wishes to create a unique residential development consisting of 97 rentable duplexes all on a single R-5 zoned lot. The duplex units will be accessed from private drives and include common open space and recreation amenities for residents. Lot 1 of the Cottages at Park West Subdivision dedicates an 18-foot western extension of Sanchez Lane, that terminates in a cul-de-sac. Sanchez Lane continues west as a private street with a roundabout constructed at the terminus. Private drive, Switchgrass Circle will intersect with Sanchez Lane and provide internal circulation and access to the individual dwelling units. Private drive, Blue Avena Lane will provide an east/west connection within the development.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 12, 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, a Special Area Plan will not be created.

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:

1. SAP-22-01 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE COTTAGES AT PARK WEST
SPECIAL AREA PLAN

WHEREAS, a request for a Special Area Plan for Cottages at Park West, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code, and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met, and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Special Area Plan for Cottages at Park West, A Special Area Plan, NOW, THEREFORE,

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

SECTION 1.

The Special Area Plan for:

LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, RECORDED OCTOBER 01, 2014 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1986430, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.
CONTAINING A PLAITED AREA OF 1,235,099 SQUARE FEET OR (28.35397 ACRES).

attached hereto, is hereby approved.

SECTION 2.

The Cottages at Park West Special Area Plan is approved without conditions.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

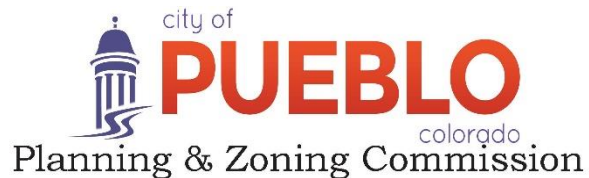
City Clerk

LOT 1 OF COTTAGES AT PARK WEST, A SPECIAL AREA PLAN

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, October 12, 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

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

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; Bart Mikitowicz, Sr. Planner, and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Spinuzzi moved to approve the October 12, 2022, agenda Commission Public Hearing. Motion was seconded by Aznar. Motion passed 6-0, (Bailey Absent)

PUBLIC HEARING AND ACTION

REGULAR AGENDA

1c. SAP-22-01 **Special Area Plan:** Cottages at Park West. Requesting approval for a Special Area Plan to coincide with the Subdivision and Rezoning of approximately 28.35 acres generally located East of Pueblo Blvd and South of E. Spaulding Ave. Staff report by Bart Mikitowicz, Senior Planner. *Continued from the September 14, 2022, hearing.*

Public Hearing:

- Applicant, Nichole Schanel, Matrix Design Group, testified in support of the application.

Commission Action: Bailey moved to recommend approval to City Council with one staff condition noted in the staff report. Second by Aznar.

Motion Passed: 7-0



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-22-03 Cottages at Park West, A Special Area Plan
SAP-22-01 Cottages at Park West, A Special Area Plan

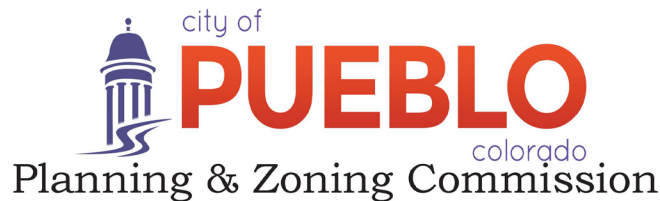
DATE: March 15, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SAP-22-01

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: October 12, 2022

SUBJECT: **LOT 2 BLK 1 PARK WEST BUSINESS CAMPUS FILING NO 9 FORMERLY #05-150-64-007**, The Cottages at Park West, a Special Area Plan

APPLICANT: **Kelly Marshall, Matrix Design Group**

PROPERTY OWNER: **Tom Cone, Qwanzo LLC**

LOCATION: East of Pueblo Blvd and South of E. Spaulding Ave

EXISTING ZONE: **Highway and Arterial (B-3) Zone District**

CONCURRENT REQUESTS: Z-22-05 Rezoning B-3 to R-5, S-22-03 Cottages at Park West Subdivision, A Special Area Plan

REQUEST:

Approval of a Special Area Plan for Lot 1 of Cottages at Park West, consisting of 11.83 acres.

ANALYSIS:

The Cottages at Park West, A Special Area Plan, is a proposed 11.83-acre residential development located in Lot 1 of the Cottages at Park West, Subdivision. The applicant wishes to create a unique residential development consisting of 97 rentable duplexes all on a single R-5 zoned lot. The duplex units will be accessed from private drives and include common open space and recreation amenities for residents. Lot 1 of the Cottages at Park West Subdivision dedicates an 18-foot western extension of Sanchez Lane, that terminates in a cul-de-sac. Sanchez Lane continues west as a private street with a roundabout constructed at the terminus. Private drive, Switchgrass Circle will intersect with Sanchez Lane and provide internal circulation and access to the individual dwelling units. Private drive, Blue Avena Lane will provide an east/west connection within the development.

CHARACTER AND COMPATIBILITY:

☐ **Site Character:**

The subject property is flat, unimproved land with native grasses.

☐ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District, unimproved land
East	PUD, Spanish Peaks Health and Wellness Center Planned Unit Development, unimproved
	R-5, Villas at Park West multifamily residential

South	S-3 Floodplain District, Arroyo
	R-5, Bonaventure of Pueblo, Senior multifamily residential
West	S-1 Government Use District, Honor Farm open space

❑ **Comprehensive Plan Compliance:**

The project site has been designated by the Comprehensive Plan as an Institutional Mixed Use land use category that includes uses such as hospitals, governmental campuses, educational institutions, and other public and semipublic uses. Supporting land uses include medical offices, lodging, restaurants, dormitories, and multi-family residential. The proposed high-density residential is considered a supporting land use for the medical and professional campus located north.

ABILITY TO COMPLY WITH PROPOSED ZONE DISTRICT:

- ❑ Lot 1, Cottages at Park West, is 11.83 acres and has a 532.48-foot lot width exceeding the R-5, Zone District lot area and dimension regulations.

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.
 - ❑ Comments Affirmative finding, Cottages at Park West proposes 16.4 dwelling units per acre. The Pueblo Regional Comprehensive Plan, 2022, states that multifamily residential is a supporting land use in the Intuitionl Mixed-Use land use areas and allows for variable densities.
2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.
 - ❑ Comments Affirmative finding, the proposed Special Area Plan includes provisions for common open space surrounding the individual duplex units, a playground, pedestrian amenities, and a clubhouse. According to the SAP, Cottages at Park West LLC or their assigns shall be responsible for maintenance of private roadways, landscape areas, and all private utilities.
3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.
 - ❑ Comments Not applicable, the plan provides for setbacks along the north, west, south, and east property lines. The setbacks meet or exceed the setbacks required by the R-5 Zone District. The lot width and area requirements exceed those required by the R-5 Zone District. According to the preliminary site plan there will be a 10-foot separation between each duplex structure.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior streets or service drives may be changed.

❑ Comments Affirmative finding, the setbacks for north, west, south, and east property lines meet the R-5 Zone District standard setback depth.
 North, adjacent to Sanchez Lane: 25-feet
 East, adjacent to unimproved Spanish Peaks Health and Wellness Center PUD: 5-feet
 South, adjacent to arroyo, zoned S-3, Flood Plain District, proposed 15-foot setback that must be amended to 20-feet to accommodate the recreational trail easement.
 West, adjacent to N. Pueblo Blvd., 12.5 feet

5. The plan shall be in accordance with Pueblo's Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

❑ Comments Affirmative finding, the project site has been designated by the Comprehensive Plan as an Institutional Mixed Use land use category that includes uses such as hospitals, governmental campuses, educational institutions, and other public and semipublic uses. Supporting land uses include medical offices, lodging, restaurants, dormitories, and multi-family residential. The proposed high-density residential is considered a supporting land use for the medical and professional campus located north.

6. The plan shall provide the area property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.

❑ Comments Affirmative finding, three private drives will provide internal circulation and building access within the proposed Cottages development. Private Sanchez Lane and Blue Avena Lane will provide east/west connections and circulation. Private Switchgrass Circle will intersect with Sanchez and Blue Avena Lane providing circulation and access heading north and south through the development. A 24-foot secondary access easement is dedicated on the Cottages at Park West Subdivision, connecting Parker Blvd. to Private Sanchez Lane. All utilities will be placed within the private drives.

7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.

❑ Comments The Cottages at Park West development does not include future extensions of any arterial or collector roadways identified in the Pueblo Area Transportation System Plan. Interior private roadways

and the secondary access through Lot 2 will ensure no undue traffic congestion or hazards will occur.

8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.
 - ❑ Comments Affirmative Finding, the SAP provides 1.5 parking spaces per dwelling unit and visually depicts the location of parking on the plat. The municipal code requires 1.5 parking spaces per dwelling unit for multifamily residential developments; therefore, the plan meets all parking requirements.
9. The Plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.
 - ❑ Comments Affirmative Finding, the proposed Cottages at Park West is a unique multifamily residential development that consists of 97 duplex structures that will be leased to tenants. The proposed development is bordered by two multifamily developments, Bonaventure of Pueblo is a senior multifamily residential development located south of the Cottages site. The Villas at Park West multifamily residential is located to the east of the Cottages development.
10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.
 - ❑ Comments Affirmative finding, the SAP states that landscape will be provided and maintained by the Cottages at Park West LLC or assigns. The preliminary site plan shows a vinyl privacy fence and landscape buffer along the western property line and a split rail cedar fence and landscaping along the eastern and southern property lines. It may be necessary to amend the landscaping and fencing plan along the southern property line to accommodate the recreation and trail easement at the time of building permit review. Because the southern property line is adjacent to an arroyo, it may not be necessary to have extensive landscaping and buffering in that location.
11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.
 - ❑ Comments Not Applicable, the development will be constructed in one phase.
12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.
 - ❑ Comments Not Applicable, the project area is flat unimproved prairie grasses

RECOMMENDED MOTION:

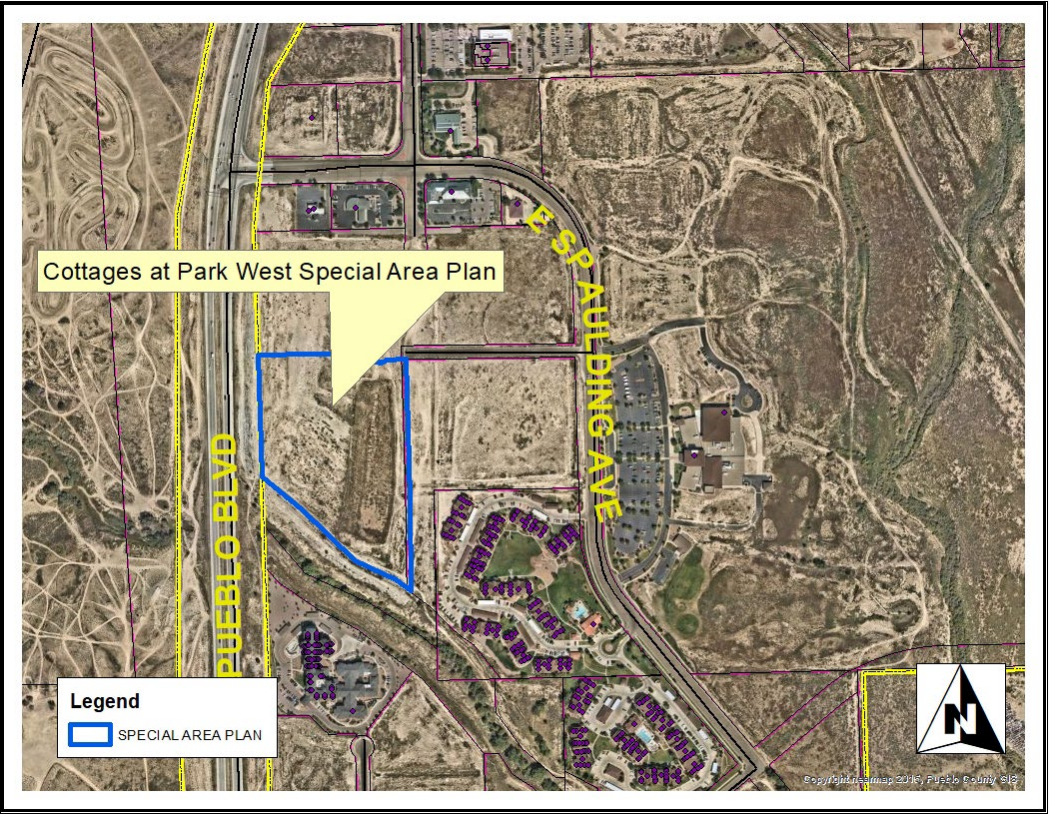
Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be Approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Conditions of Approval:	1. Amend the Special Area Plan Dedication maintenance note number 3 to read "The secondary private access connecting through adjacent property will remain under ownership of the property in which it lies and maintained by a corporation or homeowners association composed of all present or future owner(s) of all property within the proposed development."
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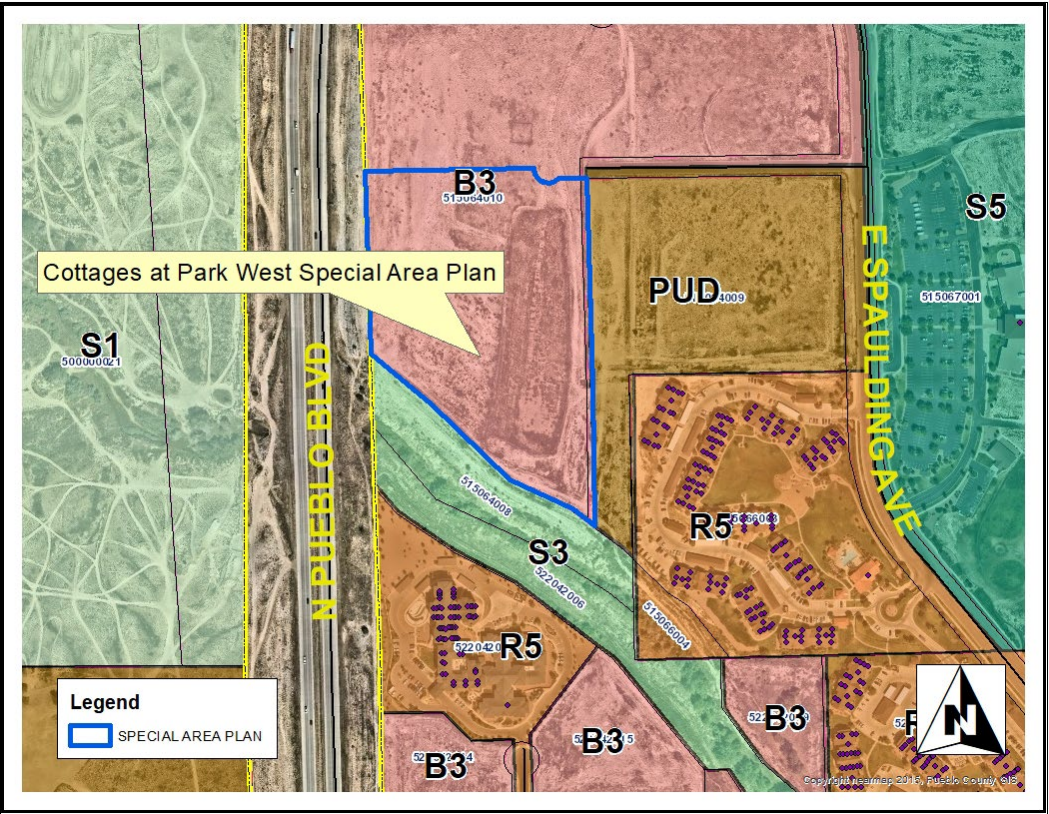
ATTACHMENTS:

- A. Vicinity Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Special Area Plan
- G. Preliminary site plan

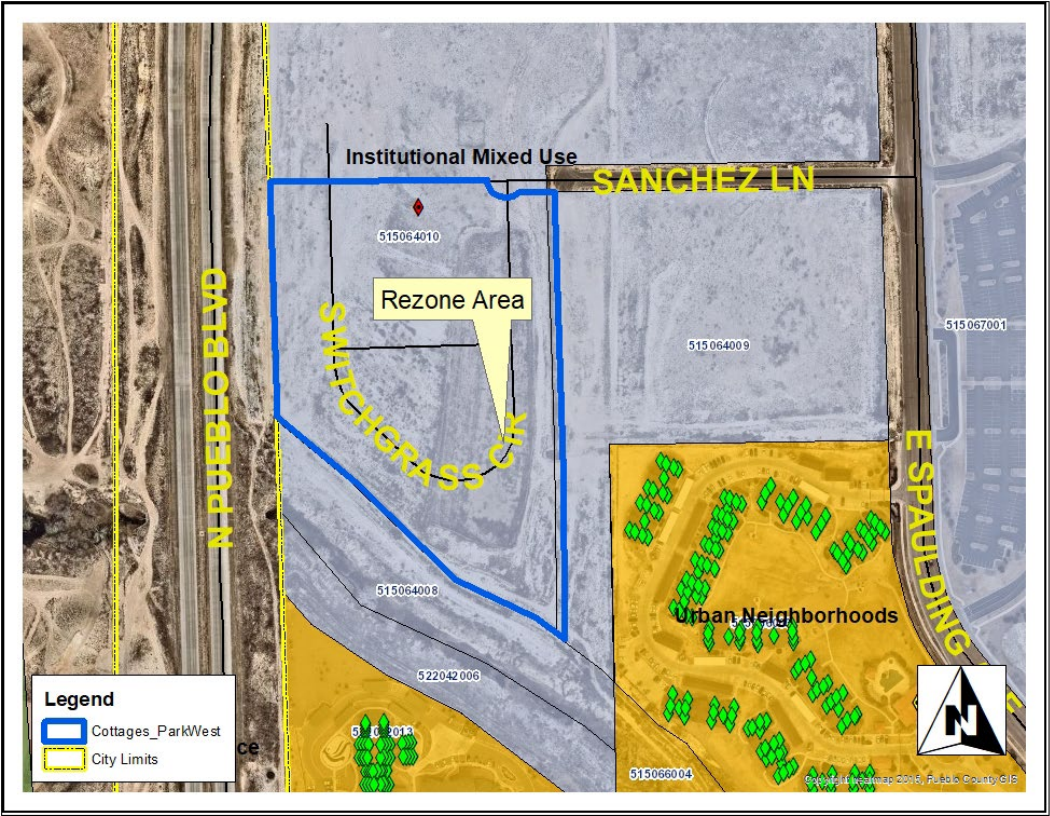
ATTACHMENT A: VICINITY MAP



ATTACHMENT B: ZONING MAP



ATTACHMENT C: COMPREHENSIVE PLAN MAP



ATTACHMENT D: SITE PHOTOS



Taken from Sanchez Lane Facing South



Taken from Sanchez Lane Facing West

ATTACHMENT E: APPLICATION



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: Tom Cone		Name: Kelly Marshall	
	Company Qwanzo LLC		Company: Matrix Design Group	
	Address: 102 N Cascade Ave. Ste 250	Zip: 80903	Address: 2435 Research Blvd. Ste 300	Zip: 80920
	Phone: ()		Phone: (719) 575-0100	
	Email: tomcone@olivereg.com		Email: kelly.marshall@matrixdesigngroup.com	
	Engineer		Surveyor	
	Name: Nicole Schanel		Name: Robert Meadows	
	Company: Matrix Design Group		Company: Matrix Design Group	
	Address: 2435 Research Blvd. Ste 300		Zip: 80920	Address: 2435 Research Blvd. Ste 300
Phone: (719) 575-0100		Phone: (719) 575-0100		
Email: nicole_schanel@matrixdesigngroup.com		Email: bob_meadows@matrixdesigngroup.com		
The applicant will be the primary contact unless otherwise noted.				
Property Info	Project Location: (address or general description) Southeast of N Pueblo Boulevard and E Spaulding Avenue			
	Parcel No(s): 515064010			
	Existing Zone: B-3		Proposed Zone (if applicable): R-5	
	PUD Name (if applicable):			
Project Scope	Project Name: Cottages at Park West			
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____			
	☐ Overall Development Plan			
	☐ Site Plan Review: Building area: _____sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing			
	☒ Special Area Plan			
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____			
	☒ Subdivision: # of lots: 2 Total acres: 28.35 AC			
	☐ Text Amendment			
	☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____			
	☒ Other: Zoning Amendment			

(Continue Next Page)

p/2020

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: <u>See separate project statement.</u>	
	What is the total acreage included in the project? <u>12.5 Acres</u>	
	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:	<u>Tom Cope</u>
	Signature:	<u>Thomas C Cope</u> Date: <u>2.23.22</u>
	Applicant, if different from Property Owner	
Signatures	Print Name:	<u>Kelly Marshall</u>
	Signature:	<u>Kelly Marshall</u> Date: <u>2-23-22</u>

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

5/2020

LOT 1 OF COTTAGES AT PARK WEST, A SPECIAL AREA PLAN

FILE LOCATION: S:\21.1028.003 COTTAGES AT PARK WEST\100 DWG\104 PLAN SETS\DEVELOPMENT PLANS\01 - OVERALL.DWG

LEGEND

	PROPERTY BOUNDARY
	EASEMENT
	BUILDING SETBACKS
	TYPE 1 2 UNITS SIDE BY SIDE 1 BED UNIT
	TYPE 2 2 UNITS SIDE BY SIDE 2 BED UNIT
	TYPE 4 2 UNITS SIDE BY SIDE STUDIO UNIT
	TYPE 5 2 UNITS LOWER AND UPPER 1 BED UNDER, 2 BED OVER
	GARAGES - 4 CAR
	TRASH ENCLOSURE

PUEBLO BOULEVARD (COLORADO STATE HIGHWAY NO 45)

PROPERTY LINE, TYP.

24' PRIVATE SECONDARY
ACCESS EASEMENT

ZONED: B3
LAND USE: VACANT

PROPERTY LINE, TYP.

SANCHEZ LANE (PRIVATE
SHARED ACCESS DRIVE)

OFFSET CUL-DE-SAC

SANCHEZ LANE
(PUBLIC 60' ROW)

PROPERTY LINE, TYP.

ZONED: PUD
LAND USE: VACANT

CLUBHOUSE

AMENITIES /
PEDESTRIAN
GREENWAY

DUPLEX DWELLING
UNITS, TYP

BLUE AVENA LANE
(PRIVATE DRIVE)

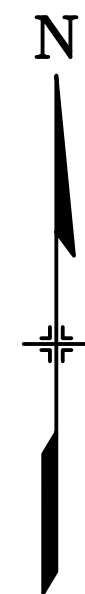
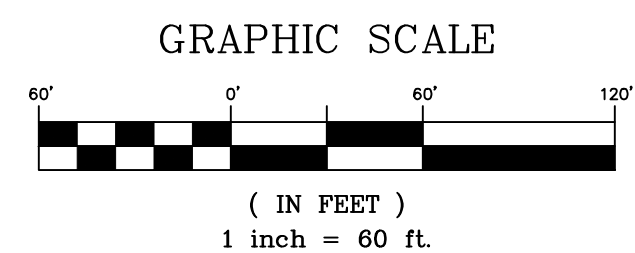
AMENITIES /
PEDESTRIAN
GREENWAY

SWITCHGRASS CIRCLE
(PRIVATE DRIVE)

AMENITIES /
PEDESTRIAN
GREENWAY

ZONED: S3
LAND USE: VACANT

WATER
QUALITY
DETENTION
POND



CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:



2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX: (719) 575-0208

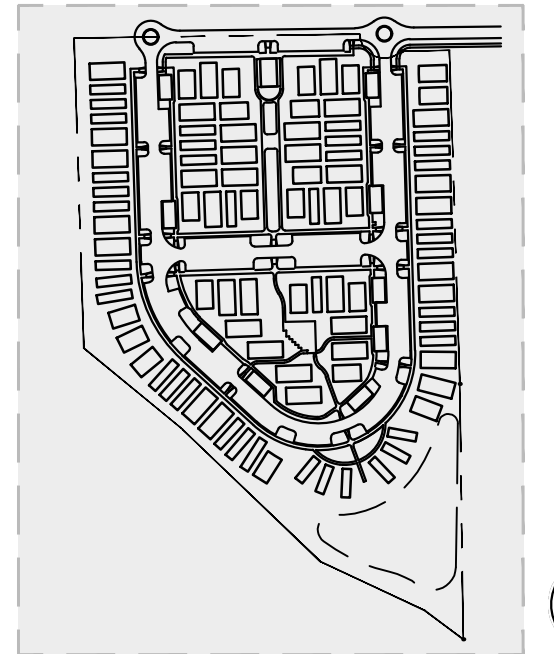
OWNER/DEVELOPER:

GOODWIN KNIGHT

8605 EXPLORER DRIVE, SUITE 250
COLORADO SPRINGS, CO 80920
(719) 598-5190

APPROVAL:

SHEET KEY:



PROJECT:

COTTAGES AT PARK WEST
PRELIMINARY SITE PLAN

CITY OF PUEBLO, CO
SEPTEMBER 2022

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY

DRAWING INFORMATION:

PROJECT NO: 21.1028.003

DRAWN BY: RAD

CHECKED BY: KMM

APPROVED BY: NMS

SHEET TITLE:

PRELIMINARY
SITE PLAN

SP00

CITY FILE NO.:

August 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Kelly Marshall, Matrix Design Group** for the approval of the following application(s) generally located East of Pueblo Blvd and South of E. Spaulding Ave.

Z-22-05 Rezone: Cottages at Park West, Parcel 515064010: approximately 28.35 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.

S-22-03 Subdivision: Cottages at Park West, subdivision of 28.35 acres into 194 single-family and duplex residential lots.

SAP-22-01 Special Area Plan: Cottages at Park West. Requesting approval for a Special Area Plan to coincide with the Subdivision and Rezoning of approximately 28.35 acres.

The Planning and Zoning Commission meeting will be held on September 14, 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 **Bart Mikitowicz**, Senior Planner

(719) 553-2321

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Scott Hobson, Acting Director

Planning & Community Development

By **Bart Mikitowicz**, Senior Planner

(719) 553-2321

CASE NUMBER: SAP-22-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Special Area Plan, Cottages at Park West of the property commonly known as Phase 1 of the Pueblo Country Club Overall Development Plan 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 17-4-29.

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 special area plan of Cottages at Park West, A Special Area Plan, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
QWANZO LLC	102 N CASCADE AVE STE 250	COLORADO SPRING	CO	80903-1409
VILLAS AT PARK WEST LLC	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
PRO MANAGEMENT LLC	275 CAMINO DE LOS RANCHOS S	PUEBLO	CO	81007-2010
M W S H PUEBLO LLC	3425 BOONE RD SE	SALEM	OR	97317-9336
PARKER + SPAULDING LLC	3470 PARKER BLVD	PUEBLO	CO	81008-2280
BANFF HOLDINGS LLC	3530 E SPAULDING AVE	PUEBLO	CO	81008-2209
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745
SPANISH PEAKS ASSET MANAGEM	41 MONTEBELLO RD STE 200	PUEBLO	CO	81001-1366
Y M C A COMMUNITY CAMPUS LI	700 N ALBANY AVE	PUEBLO	CO	81003-4126
ENT FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO SPRING	CO	80920-6517
CITY OF PUEBLO A MUNICIPAL CO	PO BOX 1427	PUEBLO	CO	81002-1427
V I P HEALTH CARD LLC	PO BOX 7887	PUEBLO WEST	CO	81007-0887



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE COTTAGES AT PARK WEST SUBDIVISION

SUMMARY:

The applicant is requesting to re-subdivide Lot 2, Block 1, Park West Business Campus, Filing No.9.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone 11.85 acres at the southern portion of Lot 2, Block 1 Park West Business Campus Filing No. 9 and is also requesting to create a Special Area Plan for Lot 1 of Cottages at Park West consisting of 11.83 acres.

BACKGROUND:

The subject property is located east of N. Pueblo Blvd. and south of Spaulding Ave. The Cottages at Park West, Subdivision is a re-subdivision of Lot 2, Block 1, Park West Business Campus, Filing No. 9, which was approved in 2014 and is included in the 2001 Qwanzo-Master Land Use Plan. The proposed subdivision divides the property into two lots, Lot 1 is proposed to be rezoned to R-5 and developed with 97 leased duplexes totaling 194 residential units. Lot 2, located south of Spaulding Ave., is intended for future commercial development.

Lot 1 is proposed to be developed as a Special Area Plan, facilitating the unique development of multifamily residential housing in the form of 97 duplex structures, private access drives, and common open space/recreation amenities. Lot 1 dedicates an 18-foot western extension of Sanchez Lane, that terminates in a cul-de-sac. The individual duplex units will be accessed by internal private drives that will extend west from the Sanchez Lane cul-de-sac. Each dwelling unit will front the private drives, Sanchez Ln., Switchgrass Cir. or Blue Avena Ln, with a few duplexes fronting the internal greenspace.

The Qwanzo Master Plan designates the project area as commercial and multifamily residential. According to the Master Plan, the northern portion of proposed Lot 1, is designated commercial and the southern portion is multifamily residential. The applicant is requesting to apply the multifamily residential use designation to all of Lot 1 facilitating development of the 97 rentable duplexes all on a single lot. Lot 2 is designated as commercial and will maintain the commercial zoning, in accordance with the approved Master Plan. The subdivision deviates from the approved master plan by not continuing Parker Blvd. to the south, through both lots. Although Park West Business Campus Filings 7 and 9, located to the south of this subdivision, were approved without the extension of Parker Blvd. connecting with 31st Street (labeled as 29th Street in the Qwanzo-Master Plan). Future development of Lot 2 may propose an extension of Parker Blvd. south to the northern property line of Lot 2, but a connection to 31st Street will not occur.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 12, 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:

1. S-22-03 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE COTTAGES AT PARK WEST SUBDIVISION

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

SECTION 1.

The final plat of the Cottages at Park West, being a subdivision of land legally described as:

LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, RECORDED OCTOBER 01, 2014 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1986430, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.
CONTAINING A PLAIED AREA OF 1,235,099 SQUARE FEET OR (28.35397 ACRES).

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, 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

COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

SHEET 1 OF 3

DEDICATION

BE IT KNOWN BY THESE PRESENTS:

THAT QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

LEGAL DESCRIPTION:

LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A PLATTED AREA OF 1,235,099 SQUARE FEET OR (28.35397 ACRES).

HAVE CAUSED THE AFORESAID DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO TWO LOTS. 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 COTTAGES AT PARK WEST.

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.

EASEMENTS FOR DRAINAGE, SANITARY, MAINTENANCE ACCESS, 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 STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, SANITARY SEWER EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENTS UPON LOT 1 SHOWN HEREON (SEE DETAIL E AND DETAIL F) SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE CORPORATION, LLC OR OTHER ENTITY COMPOSED OF THE OWNER OR OWNERS OF LOT 1. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THIS SUBDIVISION PLAT PLAT .

THE USE AND CONTINUOUS MAINTENANCE OF ANY REMAINING OPEN SPACE WITHIN LOT 1 SHALL BE CONTROLLED BY A CORPORATION, LLC OR OTHER ENTITY COMPOSED OF THE OWNER OR OWNERS OF LOT 1. EXCEPT AS OTHERWISE SET FORTH IN THE MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT (SEE NOTE 6 BELOW), LOT 2 SHALL BE MAINTAINED BY LOT 2'S OWNER OF RECORD UNTIL SUCH TIME AS IT IS DEVELOPED.

LOT 1 SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE LOT 1 DECLARATION OF COVENANTS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO CONTEMPORANEOUSLY HEREWITH. SUCH LOT 1 DECLARATION OF COVENANTS SHALL PROVIDE FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF THE PRIVATE STREETS, DRIVE AISLES, PARKING AREAS, CURBS AND GUTTERS, SIDEWALKS, AND LANDSCAPE AREAS LOCATED UPON LOT 1 BY THE CORPORATION, LLC OR OTHER ENTITY COMPOSED OF THE OWNER OR OWNERS OF LOT 1 IN PERPETUITY.

THE OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTION SHOWN HEREON IN NOTE 5 BELOW.

OWNER:

THE AFOREMENTIONED, QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023 A.D.

BY: THOMAS C. CONE, AS MANAGER OF OUTLOOK DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY, AS MANAGER OF QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY COLORADO

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF _____, 2023 BY THOMAS C. CONE, AS MANAGER OF OUTLOOK DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS MANAGER OF QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY.

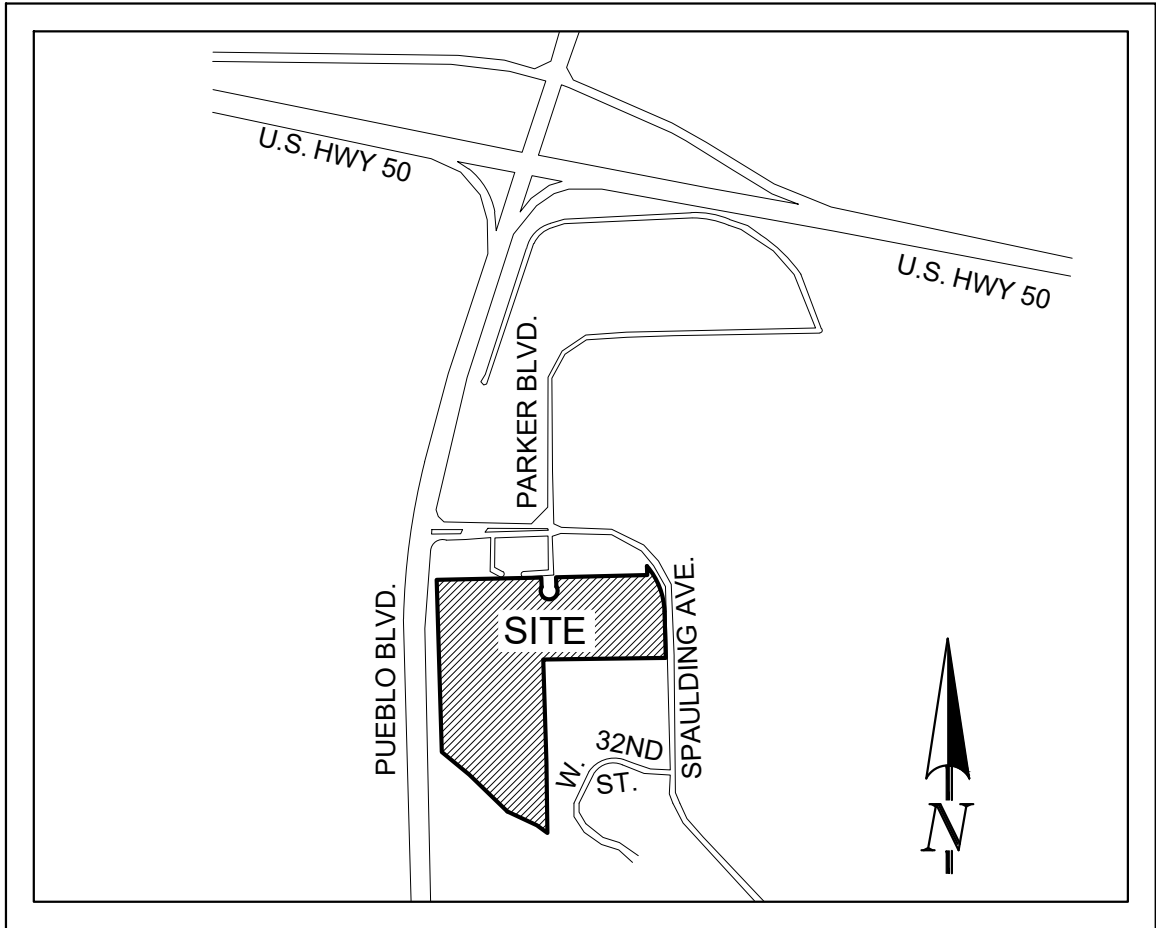
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC ADDRESS

PLAT NOTES:

1. BASIS OF BEARINGS: THE BEARINGS USED FOR THIS SURVEY ARE REFERENCED TO A PORTION OF THE CENTERLINE OF SPAULDING AVENUE, AS DEDICATED ON THE PLAT OF PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1555457, BEING MONUMENTED ON THE BOTH ENDS BY A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE, BEING ASSUMED TO BEAR NORTH 01°43'18" WEST A DISTANCE OF 1125.14 FEET.
2. THE NORTH LINE OF HOUSING SUBDIVISION RECORDED ON MAY 24, 1952 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO UNDER RECEPTION NUMBER 913457 (BOOK 16, PAGE 3), MONUMENTED ON THE WEST END BY A FOUND 1-1/2" ALUMINUM TAG STAMPED "MANGINI REEVES INC, PLS 22101" AND ON THE EAST END BY A FOUND 1" YELLOW PLASTIC CAP STAMPED "CARDINAL, PLS 22101" (A 1-FOOT WITNESS CORNER PER), AND IS ASSUMED TO BEAR NORTH 88°54'18" EAST 1253.48 FEET.
3. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. THE PROPERTY IS LOCATED WITHIN FLOOD ZONE C (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 08101C0491D, EFFECTIVE AUGUST 15, 2019.
5. NO ACCESS TO THE PROPERTY IS ALLOWED FROM COLORADO STATE HIGHWAY 45 (PUEBLO BOULEVARD).
6. THE 24' PRIVATE SECONDARY ACCESS EASEMENT DEPICTED ON LOT 2 IS TO PROVIDE NON-EXCLUSIVE SECONDARY ACCESS/EGRESS FOR LOT 1. TERMS AND PROVISIONS FOR SAID EASEMENT ARE SET FORTH IN MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE OWNERS OF LOT 1 AND LOT 2 RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO CONTEMPORANEOUSLY HEREWITH (THE "MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT"). THE LOCATION OF THE 24' PRIVATE SECONDARY ACCESS EASEMENT UPON LOT 2 (CURRENTLY DEPICTED ALONG THE WESTERN BOUNDARY AND PART OF THE NORTHERN BOUNDARY OF LOT 2) WHICH PROVIDES SECONDARY ACCESS/EGRESS FOR LOT 1 MAY BE RELOCATED UPON LOT 2 IN CONNECTION WITH FUTURE DEVELOPMENT OF LOT 2.



VICINITY MAP
N.T.S.

PLAT NOTES:

7. THE PORTION OF SANCHEZ LANE WHICH EXTENDS EAST OF THE EXISTING TERMINUS OF PUBLIC RIGHT OF WAY SANCHEZ LANE IS PRIVATE AND IS DEPICTED AS "SANCHEZ LANE (PRIVATE DRIVE)" ON SHEET 2 AND IN DETAIL A. SANCHEZ LANE (PRIVATE DRIVE) IS FOR THE SHARED USE OF LOT 1 AND LOT 2, WITH ADDITIONAL TERMS AND PROVISIONS SET FORTH IN THE MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT REFERENCED IN NOTE 6.
8. LOT 1 IS THE SUBJECT OF A SPECIAL AREA PLAN, RECORDED CONCURRENTLY HEREWITH. LOT 2 IS NOT WITHIN THE BOUNDARY OF AND NOT PART OF THE SPECIAL AREA PLAN.
9. THE 30' DRAINAGE EASEMENT (REC. NO. 1963798) UPON LOT 2, WHICH WILL TIE INTO THE NEW PUBLIC DRAINAGE EASEMENT (DETAIL F) AND THE NEW PUBLIC DRAINAGE EASEMENT (DETAIL E) UPON LOT 1, SHALL BE MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE RESPECTIVE OWNER UPON WHOSE LOT SUCH FACILITIES ARE LOCATED.
10. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY OR TITLE OF RECORD, MATRIX DESIGN GROUP INC., RELIED UPON TITLE COMMITMENT ORDER NO. PBC35058964-3 PREPARED BY LAND TITLE GUARANTEE COMPANY WITH AN EFFECTIVE DATE OF DECEMBER 6, 2022 AT 5:00 P.M. ALL SCHEDULE B, EXCEPTIONS THAT ARE GRAPHICALLY PLOTTABLE ARE DEPICTED ON PAGE 2 OF THIS PLAT. ALL EXCEPTIONS THAT IMPACT THE PROPERTY THAT ARE NOT PLOTTABLE, COMPLETELY ENCOMPASS THE PROPERTY OR ARE OUTSIDE THE LIMITS OF THIS PLAT ARE LISTED BELOW.
- 10.1 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF EASEMENT RECORDED FEBRUARY 02, 1987 IN BOOK 2331 AT PAGE 513. (SURVEYOR'S NOTE: THIS DOCUMENT CONTAINS A LEGAL DESCRIPTION OF AN EASEMENT THAT COMMENCES AT "THE FRONTAGE ROAD OFF PUEBLO BOULEVARD" AND OTHERWISE CONTAINS NO BEARINGS AND DISTANCES OR REFERENCES TO RECORDED MAPS. SAID FRONTAGE ROAD NO LONGER EXISTS ON RECORDED MAPS OR GIS, MAKING IT UNPLOTTABLE. THIS EASEMENT IS ALSO NOT DEPICTED ON ANY OF THE RECORDED PLATS FOR THE AREA BEING REPLATTED HEREON).
- 10.2 TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STORM WATER DETENTION BASIN EASEMENT AND MAINTENANCE AGREEMENT RECORDED DECEMBER 23, 2013 UNDER RECEPTION NO. 1963792. (SURVEYOR'S NOTE: "EXHIBIT A" IN THE REFERENCED DOCUMENT, AND THE GRANT OF EASEMENT WITHIN, COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.3 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED OCTOBER 01, 2014 UNDER RECEPTION NO. 1986431. (SURVEYOR'S NOTE: THE REFERENCED AGREEMENT IS FOR PARK WEST BUSINESS CAMPUS FILING NO. 9, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.4 ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND AS AMENDED BY INSTRUMENT RECORDED ON JANUARY 4, 2010 UNDER RECEPTION NO. 1629179. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION IN THE ABOVE REFERENCED DOCUMENT COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.5 ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND DISTRICT MAP RECORDED ON DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096 AND AS AMENDED IN INSTRUMENT RECORDED ON FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215. (SURVEYOR'S NOTE: THIS DOCUMENT CONTAINS A MAP OF THE DISTRICT BOUNDARY WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).

MAP REFERENCE LEGEND

THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

- | | |
|----|---|
| R1 | SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1, RECORDED MAY 1, 1998, UNDER RECEPTION NUMBER 1216941. |
| R2 | PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004, UNDER RECEPTION NO. 1555457. |
| R3 | PARK WEST BUSINESS CAMPUS, FILING NO. 3, RECORDED JUNE 30, 2005, UNDER RECEPTION NO. 1626947. |
| R4 | PARK WEST SUBDIVISION FILING NO. 1, RECORDED MARCH 8, 2006, UNDER RECEPTION NUMBER 1665106. |
| R5 | PARK WEST BUSINESS CAMPUS, FILING NO. 7, RECORDED MARCH 16, 2012, UNDER RECEPTION NO. 1901886. |
| R6 | PARK WEST BUSINESS CAMPUS, FILING NO. 8, RECORDED DECEMBER 23, 2013, UNDER RECEPTION NO. 1963796. |
| R7 | PARK WEST BUSINESS CAMPUS, FILING NO. 9, RECORDED OCTOBER 01, 2014, UNDER RECEPTION NO. 1986430. |

MONUMENTATION LEGEND

- A - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - ACCEPTED AS BEING SET PER MAP REFERENCE 7.
- B - INDICATES A FOUND 1 INCH ALUMINUM TAG STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- C - INDICATES A FOUND DRILLED HOLE ACCEPTED AS THE REMAINS OF A SURVEY MONUMENT - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- E - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- F - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R1, R2, R3, R4, R5, R7 AND R8.
- G - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R3, R7 AND R8.
- H - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R7 AND R8.
- I - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R2, R4, R7 AND R8.
- J - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- K - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - PER MAP RECORD R7 AND R8.

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

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR REGISTERED 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, 2016, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

FOR COMMENT

PATRICK S. JERNIGAN, PLS 37042
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

CERTIFICATION BY CITY CLERK:

- APPROVAL FOR RECORDING -
APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

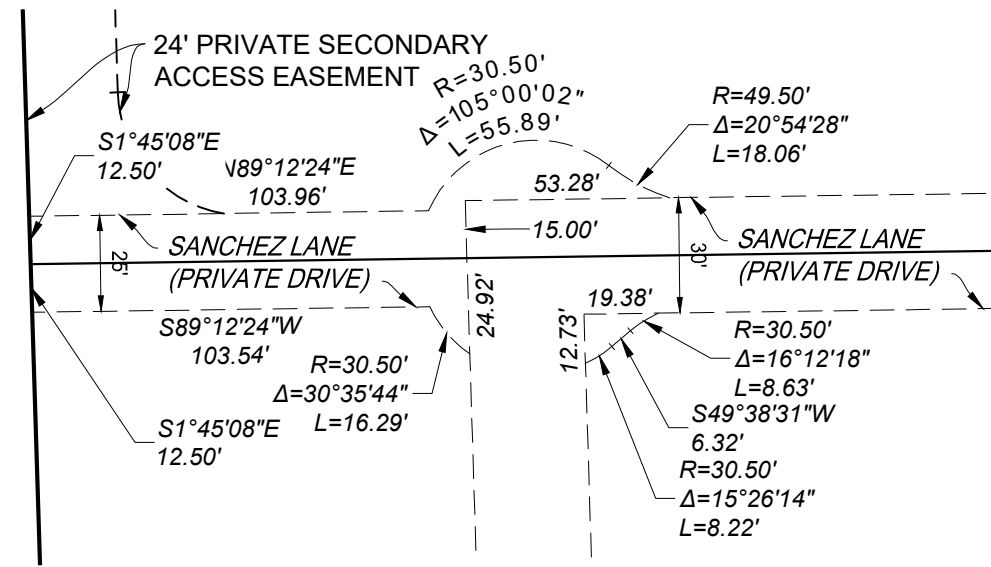
THIS IS TO CERTIFY THAT THE PLAT OF "COTTAGES AT PARK WEST" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____
CITY CLERK

COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

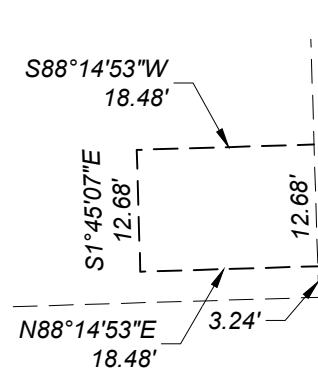
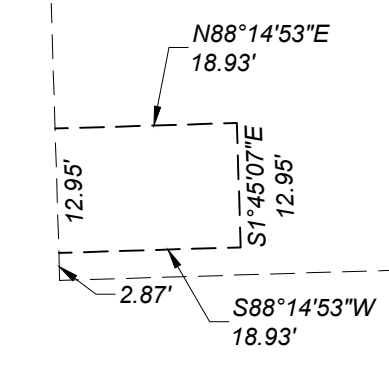
BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

SHEET 2 OF 3



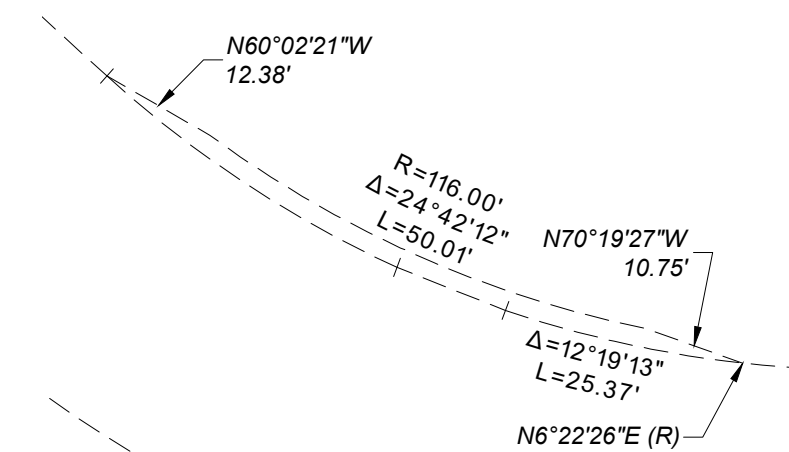
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°12'24"E	111.12
L2	S00°47'36"E	22.00
L3	S89°12'24"W	59.26
L4	N89°12'24"E	111.61

CURVE TABLE			
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE
C1	237.01	52.00	261°09'00"
C2	15.66	52.00	17°15'28"
C3	18.35	52.00	20°12'49"

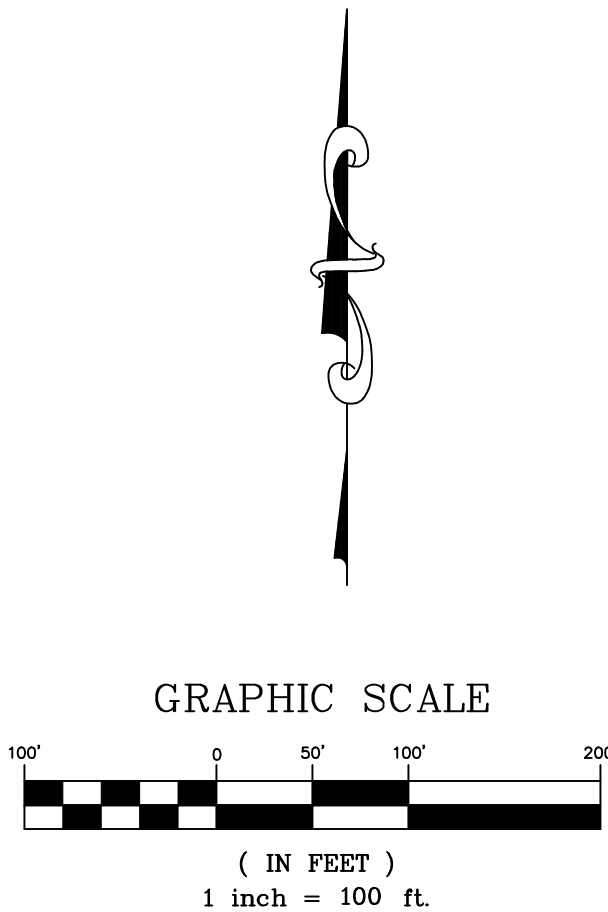


DETAIL B
PUBLIC UTILITY EASEMENT
SCALE: 1"=20'

DETAIL C
PUBLIC UTILITY EASEMENT
SCALE: 1"=20'



DETAIL D
PRIVATE INGRESS / EGRESS EASEMENT
SCALE: 1"=20'



MAP REFERENCE LEGEND

THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

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- R2 PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004, UNDER RECEPTION NO. 1555457.
- R3 PARK WEST BUSINESS CAMPUS, FILING NO. 3, RECORDED JUNE 30, 2005, UNDER RECEPTION NO. 1626947.
- R4 PARK WEST SUBDIVISION FILING NO. 1, RECORDED MARCH 8, 2006, UNDER RECEPTION NUMBER 1665106.
- R5 PARK WEST BUSINESS CAMPUS, FILING NO. 7, RECORDED MARCH 16, 2012, UNDER RECEPTION NO. 1901886.
- R6 PARK WEST BUSINESS CAMPUS, FILING NO. 8, RECORDED DECEMBER 23, 2013, UNDER RECEPTION NO. 1963796.
- R7 PARK WEST BUSINESS CAMPUS, FILING NO. 9, RECORDED OCTOBER 01, 2014, UNDER RECEPTION NO. 1986430.

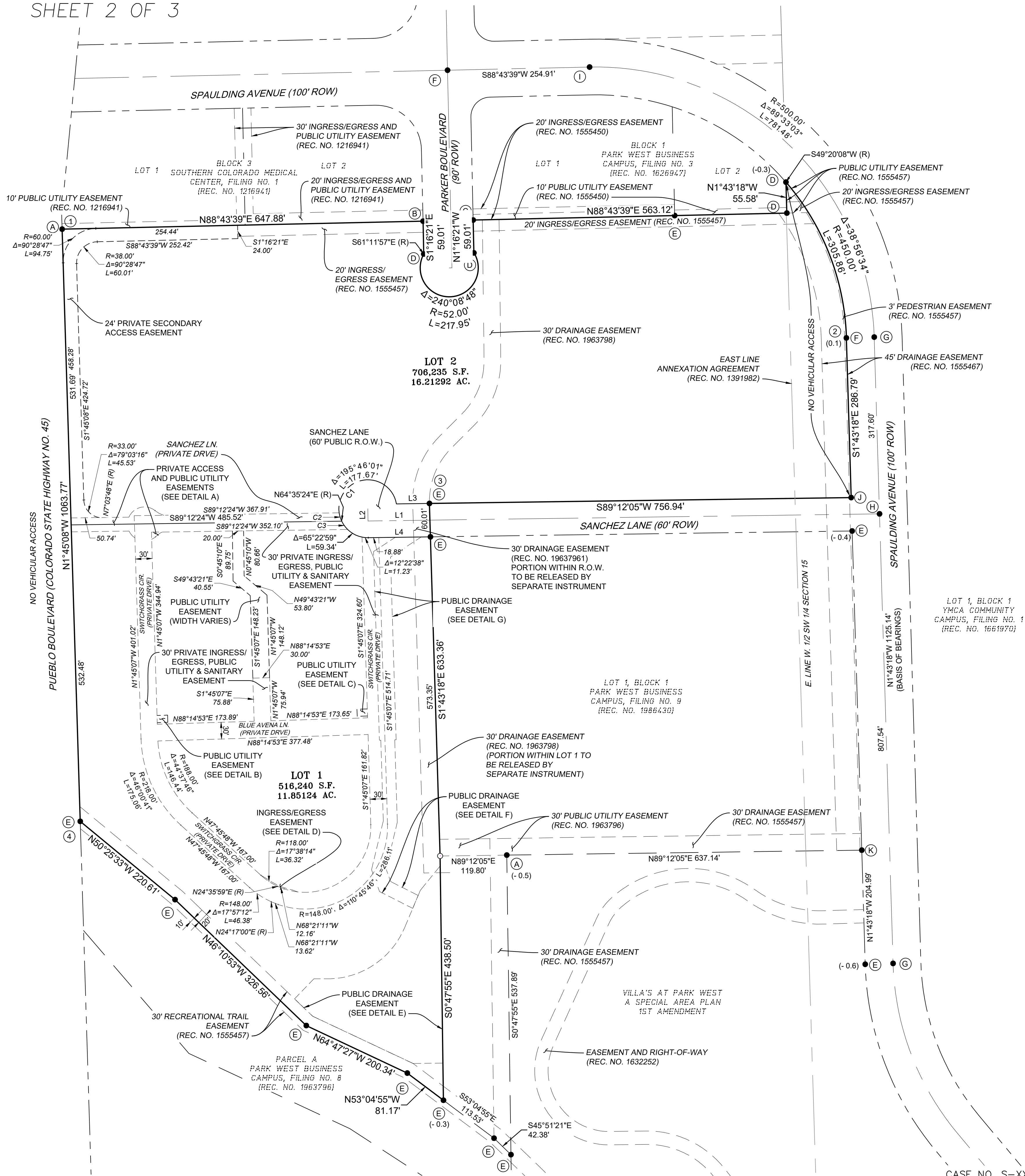
MONUMENTATION LEGEND

- A - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - ACCEPTED AS BEING SET PER MAP REFERENCE 7.
- B - INDICATES A FOUND 1 INCH ALUMINUM TAG STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- C - INDICATES A FOUND DRILLED HOLE ACCEPTED AS THE REMAINS OF A SURVEY MONUMENT - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- E - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- F - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R1, R2, R3, R4, R5, R7 AND R8.
- G - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R3, R7 AND R8.
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- K - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - PER MAP RECORD R7 AND R8.

NAD 83/2011 COLORADO SOUTH COORDINATES (GRID)		
ID#	NORTHING	EASTING
①	1598358.6959	3240154.3400
②	1598162.9661	3241561.3763
③	1597866.1940	3240813.1725
④	1597295.7502	3240186.4278

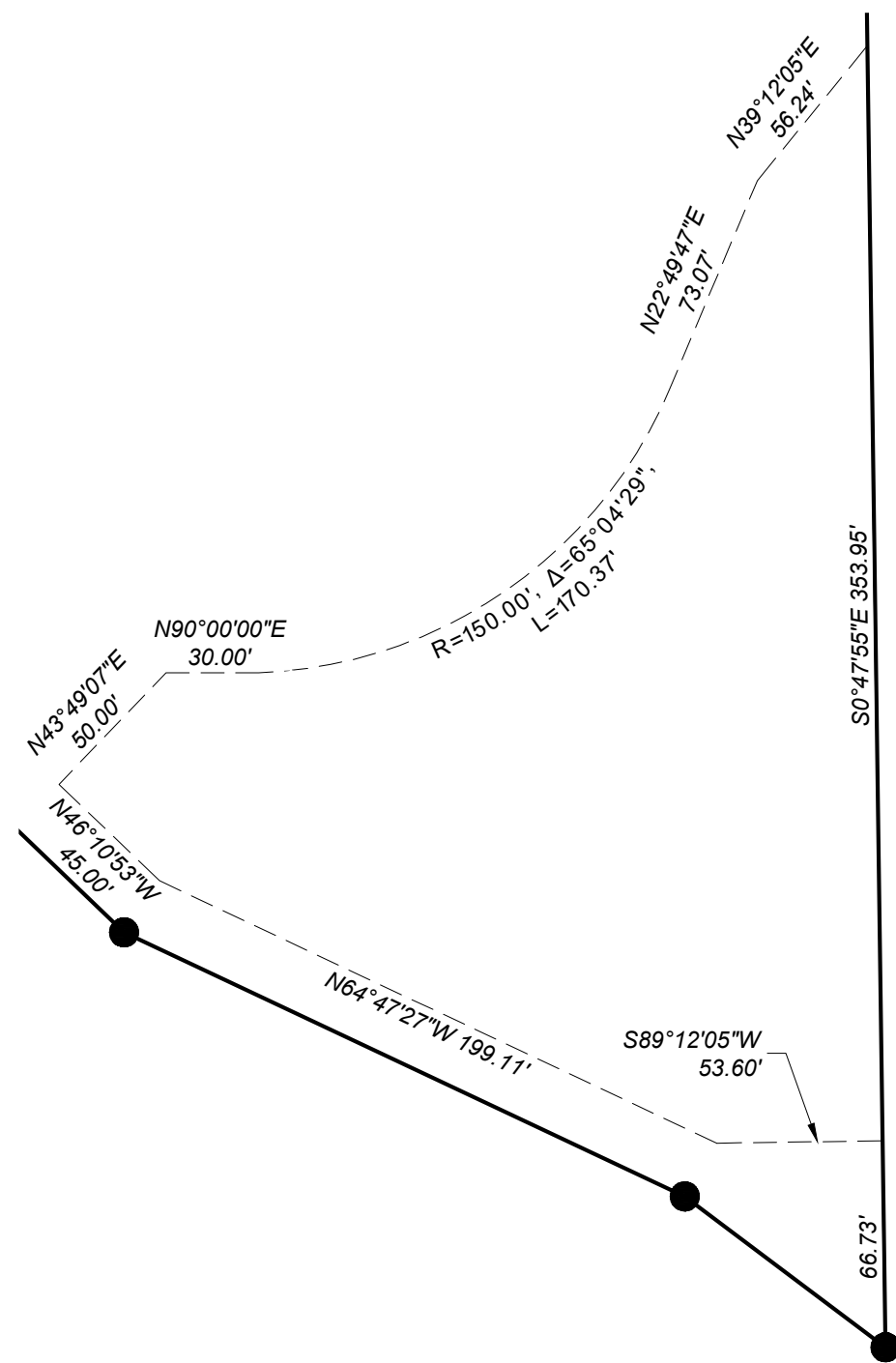
THE ABOVE COORDINATES ARE REPRESENTED IN U.S. SURVEY FEET AND HAVE AN AVERAGE COMBINED SCALE FACTOR OF 0.999740701

- INDICATES A FOUND MONUMENT DESCRIBED WITHIN THE MONUMENTATION LEGEND OR AS NOTED.
 - INDICATES A REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977" SET FLUSH WITH THE GROUND OR AS NOTED.
 - 0.4 (E) INDICATES MONUMENT DISTANCE ABOVE OR BELOW GROUND LEVEL
- ALL MONUMENTS WERE FOUND FLUSH WITH THE GROUND UNLESS NOTED

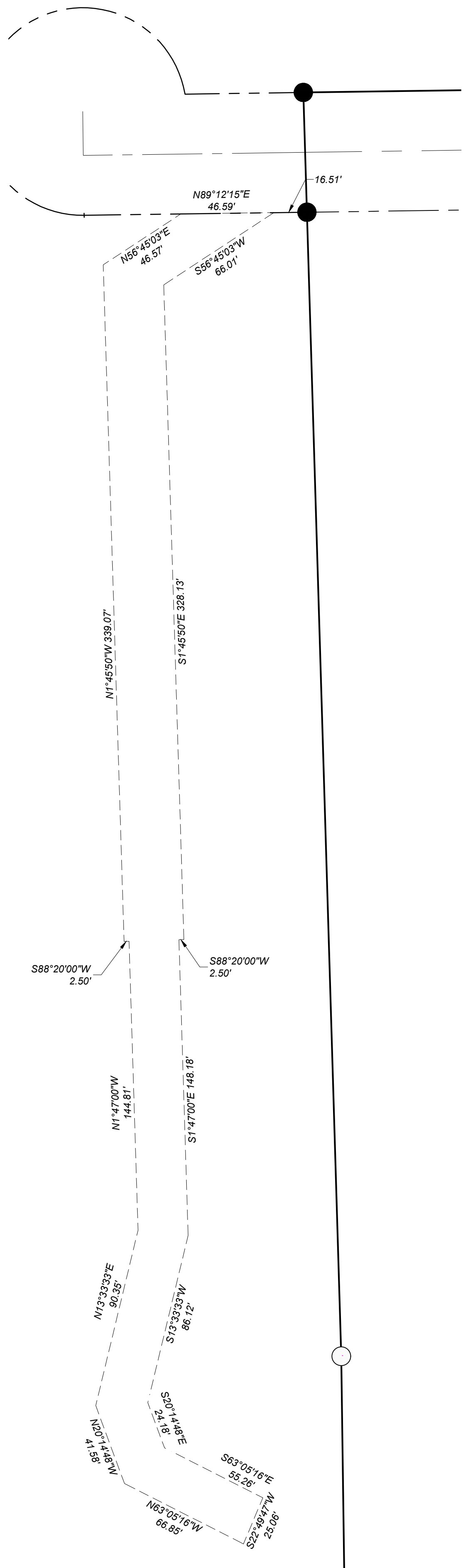


COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.
SHEET 3 OF 3



DETAIL E
PUBLIC DRAINAGE EASEMENT
SCALE: 1\"/>



DETAIL F
PUBLIC DRAINAGE EASEMENT
(WIDTH VARIES)
SCALE: 1\"/>

PREPARED BY:

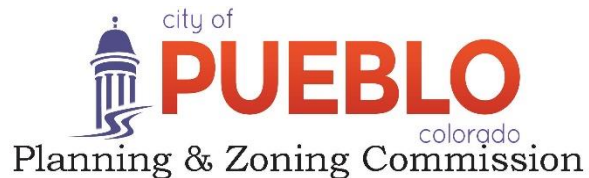


2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
Phone: 719-575-0100
Fax: 719-575-0208

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, October 12, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>

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

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

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; Bart Mikitowicz, Sr. Planner, and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Spinuzzi moved to approve the October 12, 2022, agenda Commission Public Hearing. Motion was seconded by Aznar. Motion passed 6-0, (Bailey Absent)

PUBLIC HEARING AND ACTION

REGULAR AGENDA

1b. S-22-03 **Subdivision:** Cottages at Park West, subdivision of 28.35 acres into 194 single-family and duplex residential lots. Generally located East of Pueblo Blvd and South of E. Spaulding Ave -Staff Report by Beritt Odom, Principal Planner *Continued from the September 14, 2022, hearing*

Public Hearing:

- Applicant, Nichole Schanel, Matrix Design Group, testified in support of the application.

Commission Action: Bailey moved to recommend approval to City Council, with three staff conditions noted in the staff report. Second by Aznar.

Motion Passed: 7-0



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-22-03 Cottages at Park West, A Special Area Plan
SAP-22-01 Cottages at Park West, A Special Area Plan

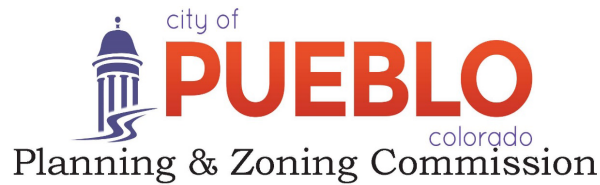
DATE: March 15, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: 10/7/2022

SUBJECT: Cottages at Park West, Subdivision, A Special Area Plan

APPLICANT: Kelly Marshall, Matrix Design Group.

PROPERTY OWNER: Tom Cone, Qwanzo LLC

LOCATION: Parcel# 515064010, generally located east of N. Pueblo Blvd. and south of E. Spaulding Ave.

EXISTING ZONE: Highway and Arterial (B-3) Zone District

CONCURRENT REQUESTS: Z-22-05: Rezoning to R-5, Cottages at Park West, SAP-22-01 Cottages at Park West a Special Area Plan

REQUEST:

Subdivision: Cottages at Park West, subdivision of 28.35 acres into two lots to facilitate multifamily residential on Lot 1, and commercial development on Lot 2.

BACKGROUND AND ANALYSIS:

The subject property is located east of N. Pueblo Blvd. and south of Spaulding Ave. The Cottages at Park West, Subdivision is a re-subdivision of Lot 2, Block 1, Park West Business Campus, Filing No. 9, which was approved in 2014 and is included in the 2001 Qwanzo-Master Land Use Plan. The proposed subdivision divides the property into two lots, Lot 1 is proposed to be rezoned to R-5 and developed with 97 leased duplexes totaling 194 residential units. Lot 2, located south of Spaulding Ave., is intended for future commercial development.

Lot 1 is proposed to be developed as a Special Area Plan, facilitating the unique development of multifamily residential housing in the form of 97 duplex structures, private access drives, and common open space/recreation amenities. Lot 1, dedicates an 18-foot western extension of Sanchez Lane, that terminates in a cul-de-sac. The individual duplex units will be accessed by internal private drives that will extend west from the Sanchez Lane cul-de-sac. Each dwelling unit will front the private drives, Sanchez Ln., Switchgrass Cir. or Blue Avena Ln, with a few duplexes fronting the internal greenspace.

The project area is part of the 2001 Qwanzo – Master Plan (MP-01-07), which designates the project area as commercial and multifamily residential. According to the Master Plan, the northern portion of proposed Lot 1, is designated commercial and the southern portion is multifamily residential. The applicant is requesting to apply the multifamily residential use designation to all of Lot 1 facilitating development of the 97 rentable duplexes all on a single lot. Lot 2 is designated as commercial and will maintain the commercial zoning, in accordance with the approved Master Plan. The subdivision deviates from the approved master plan by not continuing Parker Blvd. to the south, through both lots. Although Park West Business Campus Filings 7 and 9, located to the south of this subdivision, were approved without the extension of Parker Blvd. connecting with 31st Street (labeled as 29th Street in the Qwanzo-Master Plan). Future

development of Lot 2 may propose an extension of Parker Blvd. south to the northern property line of Lot 2, but a connection to 31st Street will not occur.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	The applicant requests to provide a cash payment in lieu of land dedication for public parks (request letter from Bryan Kniep, Vice President of Community Development, Goodwin Knight, June 14, 2022). Steven Meier, Parks Director, does not object to the cash payment in lieu.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 7, 2022.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Amend the subdivision dedication 5th paragraph under the "Legal Description" heading to read: "The use and continuous maintenance of any remaining open space within Lot 1 shall be controlled by a corporation or homeowners association composed of the owner or owners of Lot 1 in perpetuity. The use and continuous maintenance of Lot 2 shall be controlled by the owner of record until such time as Lot 2 is developed." 2. Amend the subdivision dedication 6th paragraph under the "Legal Description" heading to read: "Streets, curbs and gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed and repaired by a corporation or homeowners association composed of the owner or owners of Lot 1 in perpetuity." 3. Amend the subdivision plat to include the Stormwater Easement as outlined in blue on the "Cottages At Park West, Post Development Conditions," sheet DR-02.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

☐ **Site Character:**

The subject property is flat, unimproved land with native grasses.

☐ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District, unimproved land
East	PUD, Spanish Peaks Health and Wellness Center Planned Unit Development, unimproved
	R-5, Villas at Park West multifamily residential

South	S-3 Floodplain District, Arroyo
	R-5, Bonaventure of Pueblo, senior multifamily residential
West	S-1 Government Use District, Honor Farm open space

❑ **Comprehensive Plan Compliance:**

The project site has been designated by the Comprehensive Plan as an Institutional Mixed Use land use category that includes uses such as hospitals, governmental campuses, educational institutions, and other public and semipublic uses. Supporting land uses include medical offices, lodging, restaurants, dormitories, and multi-family residential. The proposed high-density residential is considered a supporting land use for the medical and professional campus located north.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

• **Minimum Lot Size and Area:**

Lot 1:

- Lot 1 will be 706,235 square feet, exceeding the minimum lot area of 5,000 square feet for the B-3 Zone District.
- As subdivided, Lot 1 will have a 531.69-foot frontage along N. Pueblo Blvd., exceeding the minimum 50 foot lot width requirement

Lot 2:

- As subdivided, Lot 2 will be 516,240 square feet exceeding the minimum 1,000 square foot lot area requirement for each dwelling unit in a R-5 Zone District.
- Lot 1, frontage along N. Pueblo Blvd. is 532.48-feet exceeding the minimum 50-foot lot width

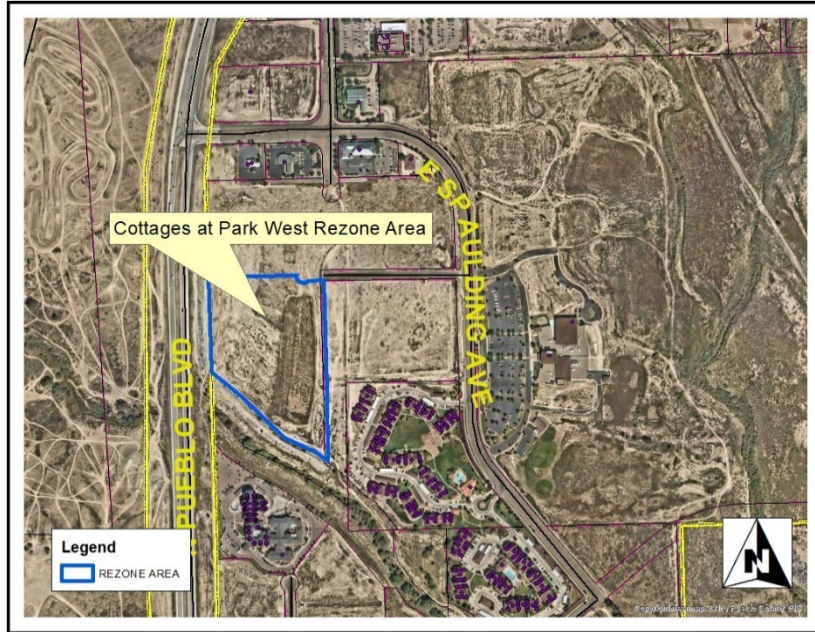
REFERRAL AGENCIES AND COMMENTS:

- 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: Comments included in the subdivision conditions
- Pueblo Board of Water Works: No comment
- City Wastewater: No comment
- City Stormwater: Comments included in the subdivision conditions
- City Parks and Recreation Department: See approved request for modifications of requirements
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: See comments included in SRC Summary dated April 13, 2022

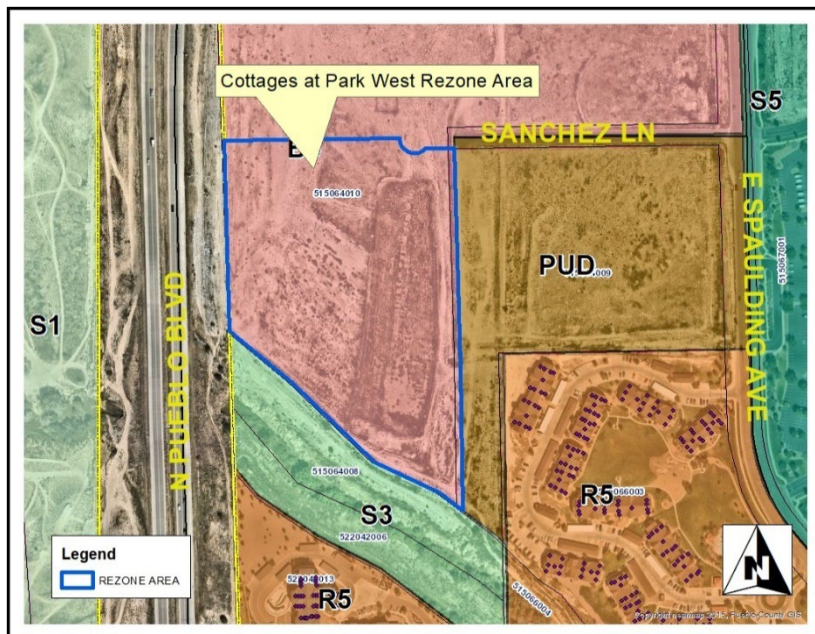
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo, October 7, 2022
- E. Plat
- F. Cottages At Park West, Post Development Conditions Easement
- G. Subdivision Application

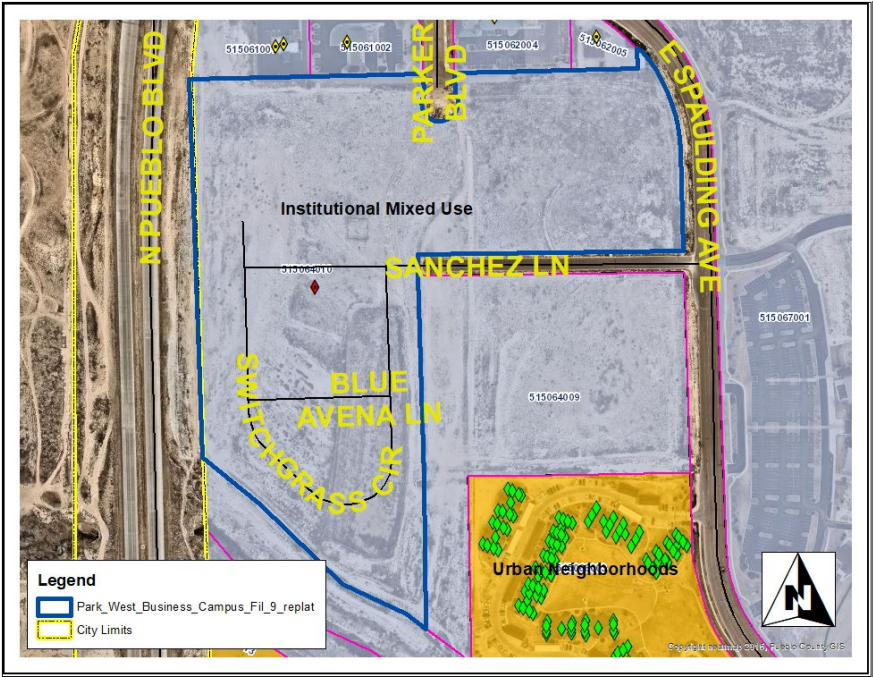
- H. Bryan Kneip, Goodwin Knight letter requesting cash payment in lieu of park dedication, June 14, 2022
- I. SRC Summary April 13, 2022 CDOT Memo Arthur Gonzales



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan



Attachment D. Site Photos
Taken from Sanchez Lane facing southeast



Taken from Sanchez Lane facing west

Attachment E. SRC Memo, October 7, 2022

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: October 7, 2022
Subject: S-22-03 and SAP-22-01 Cottages at Park West, A Special Area Plan

S-22-03 Cottages at Park West A Special Area Plan: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	The applicant requests to provide a cash payment in lieu of land dedication for public parks (request letter from Bryan Kniep, Vice President of Community Development, Goodwin Knight, June 14, 2022). Steven Meier, Parks Director, does not object to the cash payment in lieu.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 7, 2022.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Amend the subdivision dedication 5th paragraph under the "Legal Description" heading to read: "The use and continuous maintenance of any remaining open space within Lot 1 shall be controlled by a corporation or homeowners association composed of the owner or owners of Lot 1 in perpetuity. The use and continuous maintenance of Lot 2 shall be controlled by the owner of record until such time as Lot 2 is developed." 2. Amend the subdivision dedication 6th paragraph under the "Legal Description" heading to read: "Streets, curbs and gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed and repaired by a corporation or homeowners association composed of the owner or owners of Lot 1 in perpetuity." 3. Amend the subdivision plat to include the Stormwater Easement as outlined in blue on the "Cottages At Park West, Post Development Conditions," sheet DR-02.

SAP-22-01 Cottages at Park West, A Special Area Plan: Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be Approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Conditions of Approval:	1. Amend the Special Area Plan Dedication maintenance note number 3 to read "The secondary private access connecting through adjacent property will remain under ownership of the property in which it lies and maintained by a corporation or homeowners association composed of all present or future owner(s) of all property within the proposed development."
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BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.
SHEET 1 OF 2

BE IT KNOWN BY THESE PRESENTS:

THAT QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

LEGAL DESCRIPTION:

LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A PLATTED AREA OF 1,235,099 SQUARE FEET OR (28.35397 ACRES).

HAVE CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, 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 COTTAGES AT PARK WEST.

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 RELATIVE TO THE 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.

EASEMENTS FOR DRAINAGE, SANITARY, MAINTENANCE ACCESS, 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 STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, SANITARY SEWER EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE, HEREON, THE UNDERSIGNED HAS AGREED, WITHOUT THE NECESSITY OF ANY FURTHER ACTION OCCURRING IN CONNECTION WITH THIS PERMIT, THAT HE OR SHE WILL REMOVE ANY FENCE, RAIL OR OTHER OBSTACLE TO SUCH IMPROVEMENT OR GROWTH OCCURRING UPON ANY EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT

THE USE AND CONTINUOUS MAINTENANCE OF ANY REMAINING OPEN SPACE AS WELL AS ONLY LAND COMMON TO ALL PROPERTIES OR CONTROLLED BY A CORPORATION OR HOMEOWNERS ASSOCIATION COMPOSED OF ALL PRESENT AND FUTURE OWNER(S) OF ALL PROPERTY WITHIN THE PROPOSED DEVELOPMENT.

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.

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATIONS OF COVENANTS DATED _____ AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDED OF PUEBLO COUNTY, COLORADO.

THE OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS SHOWN HEREON

OWNER:

THE FOREMENTIONED, QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, BY OLIVE REAL ESTATE GROUP, INC., ITS MANAGER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2022 A.D.

THOMAS C. CONE, MANAGER OF OLIVE REAL ESTATE GROUP, INC.

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, A.D., THOMAS C. CONE, MANAGER OF OLIVE REAL ESTATE GROUP, INC., MANAGER OF QWANZO, L.L.C.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC ADDRESS

PLAT NOTES:

1. BASIS OF BEARINGS: THE BEARINGS USED FOR THIS SURVEY ARE REFERENCED TO A PORTION OF THE CENTERLINE OF SPAULDING AVENUE, AS DEDICATED ON THE PLAT OF PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1555457, BEING MONUMENTED ON THE BOTH ENDS BY A 3-1/4 INCH ALUMINUM CAP STAMPED "1.5 12933" ENCASED IN A MONUMENT WALL SET FLUSH WITH THE ROADS SURFACE, BEING ASSUMED TO BEAR NORTH 01°43'18" WEST A DISTANCE OF 1126.14 FEET.
2. THE NORTH LINE OF HOUSING SUBDIVISION RECORDED ON MAY 24, 1982 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO UNDER RECEPTION NUMBER 913457 (BOOK 16, PAGE 3), MONUMENTED ON THE WEST END BY A FOUND 1-1/2" ALUMINUM TAG STAMPED "MANGINI REEVES INC. PLS 22101" AND ON THE EAST END BY A FOUND 1" YELLOW PLASTIC CAP STAMPED "CARDINAL, PLS 22101" (A 1-FOOT WIDTH CORNER PER J) AND IS ASSUMED TO BEAR NORTH 88°54'18" EAST 1253.48 FEET.
3. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. THE PROPERTY IS LOCATED WITHIN FLOOD ZONE C (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 08101C0491D, EFFECTIVE AUGUST 15, 2019.
5. LOT 2 (AS CURRENTLY PLATTED AND AS PLATTED HEREON) SHALL INCLUDE SECONDARY ROADWAY (PUBLIC OR PRIVATE) TO LOT 1 FOR INGRESS/EGRESS AND ACCESS. IF PRIVATE, AN EASEMENT SHALL BE PROVIDED
6. NO ACCESS TO THE SUBJECT SITE IS ALLOWED FROM COLORADO STATE HIGHWAY 45 (PUEBLO BOULEVARD).
7. SANCHEZ LANE (PRIVATE DRIVE) AND THE PRIVATE INGRESS/EGRESS EASEMENT DEPICTED IN "DETAIL A" WILL HAVE PRIVATE SHARED ACCESS FOR THE USE OF INGRESS/EGRESS BY BOTH LOT 1 AND LOT 2. OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE SHARED ACCESS WILL REMAIN WITH THE PROPERTY IN WHICH IT LIES.



PLAT NOTES:

- THE PRIVATE SECONDARY ACCESS EASEMENT DEPICTED ON LOT 2 IS FOR THE USE OF SECONDARY INGRESS/EGRESS OF LOT 1.
10. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS OF RECORD, THE TITLE OF RECORD, MATRIX DESIGN GROUP INC., RELIED UPON TITLE COMMITMENT FILE NO. 385811TG PREPARED BY LEGACY TITLE GROUP WITH A COMMITMENT DATE OF OCTOBER 28, 2021 AT 7:30 A.M. ALL SCHEDULE B, EXCEPTIONS THAT ARE GRAPHICALLY PLOTTABLE ARE DEPICTED ON PAGE 2 OF THIS PLAT. ALL EXCEPTIONS THAT IMPACT THE PROPERTY THAT ARE NOT PLOTTABLE, COMPLETELY ENCOMPASS THE PROPERTY OR ARE OUTSIDE THE LIMITS OF THIS PLAT ARE LISTED BELOW.
- 10.1 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DECLARATION OF EASEMENT, RECORDED FEBRUARY 2, 1987 IN BOOK 2331 AT PAGE 513. (SURVEYOR'S NOTE: THIS DOCUMENT CONTAINS A LEGAL DESCRIPTION OF AN EASEMENT THAT COMMENCES AT "THE FRONTAGE ROAD OFF PUEBLO BOULEVARD" AND OTHERWISE CONTAINS NO BEARINGS AND DISTANCES OR REFERENCES TO RECORDED MAPS. SAID FRONTAGE ROAD NO LONGER EXISTS ON RECORDED MAPS OR GIS, MAKING IT UNPLOTTABLE. THIS EASEMENT IS ALSO NOT DEPICTED ON ANY OF THE RECORDED PLATS FOR THE AREA BEING REPLATTED HEREIN).
- 10.2 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN EASEMENT AND RIGHT OF WAY, RECORDED MARCH 11, 2004 AT RECEPTION NO. 1555468 AND IN CONNECTION THEREWITH RESOLUTION NO. 12684 RELEASE OF EASEMENT RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963793. (SURVEYOR'S NOTE: RECEPTION NO. 1555468 CONTAINS A LEGAL DESCRIPTION OF AN EASEMENT THAT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY, HOWEVER, SAID EASEMENT WAS RELEASED BY RECEPTION NO. 1963793).
- 10.3 THE EFFECT, IF ANY, OF ASSESSMENTS THAT MAY BE LEVIED BY THE PUEBLO CONSERVANCY DISTRICT, PER NOTICE OF AN ORDER APPROVING THE AMENDED OFFICIAL PLAN FOR THE PUEBLO CONSERVANCY DISTRICT, RECORDED AUGUST 1, 2007 AT RECEPTION NO. 1736292 AND DISTRICT MAP RECORDED DECEMBER 11, 2009 AT RECEPTION NO. 1829096. ORDER ON EXPANSION OF DISTRICT BOUNDARY RECORDED FEBRUARY 15, 2013 AT RECEPTION NO. 1934215. (SURVEYOR'S NOTE: THIS DOCUMENT CONTAINS A MAP OF THE DISTRICT BOUNDARY WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.4 ANY ASSIGNMENT OR LIEN OF THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT AS DISCLOSED BY THE INSTRUMENT RECORDED DECEMBER 13, 2002 AT RECEPTION NO. 1474320, AND DISTRICT MAP RECORDED DECEMBER 11, 2009 AT RECEPTION NO. 1829096 AND AS AMENDED BY INSTRUMENT RECORDED JANUARY 4, 2010 AT RECEPTION NO. 1829179. (SURVEYOR'S NOTE: RECEPTION NO. 1829179 STATES THAT THE DISTRICT BOUNDARIES INCLUDE THE ENTIRE COUNTY OF PUEBLO, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.5 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED MAY 8, 2008 AT RECEPTION NO. 1768308 AND ADDENDUMS THERETO RECORDED MAY 8, 2008 AT RECEPTION NO. 1768309 AND AT RECEPTION NO. 1768310. (SURVEYOR'S NOTE: THE REFERENCED AGREEMENT IS FOR PARK WEST BUSINESS CAMPUS FILING NO. 5, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.6 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN STORM WATER DETENTION BASIN EASEMENT AND MAINTENANCE AGREEMENT RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963792. (SURVEYOR'S NOTE: "EXHIBIT A" IN THE REFERENCED DOCUMENT, AND THE GRANT OF EASEMENT WITHIN, COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.7 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963792. (SURVEYOR'S NOTE: THE REFERENCED AGREEMENT IS FOR PARK WEST BUSINESS CAMPUS FILING NO. 8, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.8 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESERVATION OF ARCHITECTURAL AND USE APPROVALS RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963802. (SURVEYOR'S NOTE: THE REFERENCED DOCUMENT INCLUDES LOT 1, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 8, ALONG WITH A DESCRIBED "ADDITIONAL PARCEL", WHICH IS ADJACENT TO BUT DOES NOT ENCUMBER THE SUBJECT PROPERTY).
- 10.9 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN MEMORANDUM OF OPTION TO ACQUIRE TITLE RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963803. (SURVEYOR'S NOTE: THE REFERENCED DOCUMENT CONTAINS A DESCRIBED "ADDITIONAL PARCEL", WHICH IS ADJACENT TO BUT DOES NOT ENCUMBER THE SUBJECT PROPERTY).
- 10.10 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN ROAD AGREEMENT, RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963804. (SURVEYOR'S NOTE: THE REFERENCED DOCUMENT INCLUDES LOT 1, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 8, ALONG WITH A DESCRIBED "ADDITIONAL PARCEL", WHICH IS ADJACENT TO BUT DOES NOT ENCUMBER THE SUBJECT PROPERTY).
- 10.11 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED OCTOBER 1, 2014 AT RECEPTION NO. 1986431. (SURVEYOR'S NOTE: THE REFERENCED AGREEMENT IS FOR PARK WEST BUSINESS CAMPUS FILING NO. 9, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).

MAP REFERENCE LEGEND

THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

- | | |
|----|---|
| R1 | SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1, RECORDED MAY 1, 1998, UNDER RECEPTION NUMBER 1216941. |
| R2 | PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004, UNDER RECEPTION NO. 1555457. |
| R3 | PARK WEST BUSINESS CAMPUS, FILING NO. 3, RECORDED JUNE 30, 2005, UNDER RECEPTION NO. 1626947. |
| R4 | PARK WEST SUBDIVISION FILING NO. 1, RECORDED MARCH 8, 2006, UNDER RECEPTION NUMBER 1665106. |
| R5 | PARK WEST BUSINESS CAMPUS, FILING NO. 7, RECORDED MARCH 16, 2012, UNDER RECEPTION NO. 1901886. |
| R6 | PARK WEST BUSINESS CAMPUS, FILING NO. 8, RECORDED DECEMBER 23, 2013, UNDER RECEPTION NO. 1963796. |
| R7 | PARK WEST BUSINESS CAMPUS, FILING NO. 9, RECORDED OCTOBER 01, 2014, UNDER RECEPTION NO. 1986430. |

MONUMENTATION LEGEND

- A - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - ACCEPTED AS BEING SET PER MAP REFERENCE 7.
- B - INDICATES A FOUND 1 INCH ALUMINUM TAG STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
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- G - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R3, R7 AND R8.
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- J - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- K - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - PER MAP RECORD R7 AND R8.

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

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR REGISTERED 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, 2016, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

PATRICK S. JERNIGAN, PLS 37042
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

CERTIFICATION BY CITY CLERK:

- **APPROVAL FOR RECORDING** -

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF "COTTAGES AT PARK WEST" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____

CITY CLERK

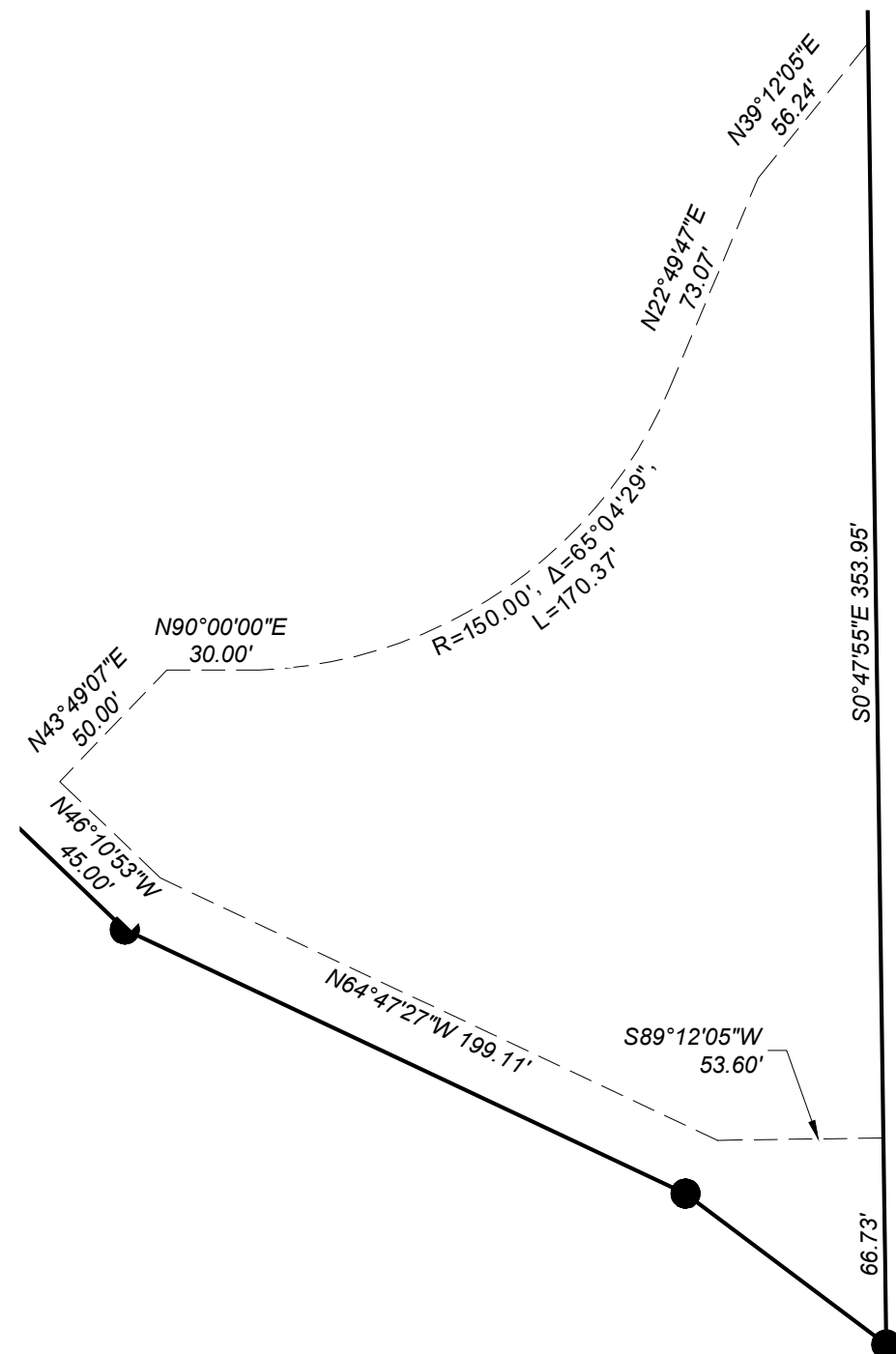
PREPARED BY:

 **Matrix**

2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
Phone 719-575-0100
Fax 719-575-0208

CASE NO. S-XX-XX

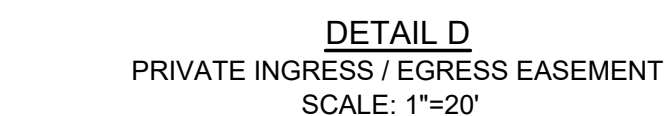
BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.



CURVE TABLE			
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE
C1	237.01	52.00	261°09'00"
C2	15.66	52.00	17°15'28"
C3	18.35	52.00	20°12'49"

THE ABOVE COORDINATES ARE REPRESENTED IN U.S.
SURVEY FEET AND HAVE AN AVERAGE COMBINED
SCALE FACTOR OF 0.999740701

- ALL MONUMENTS WERE FOUND FLUSH WITH THE
GROUND UNLESS NOTED



THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

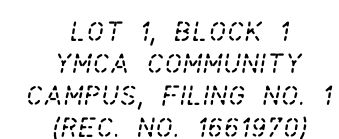
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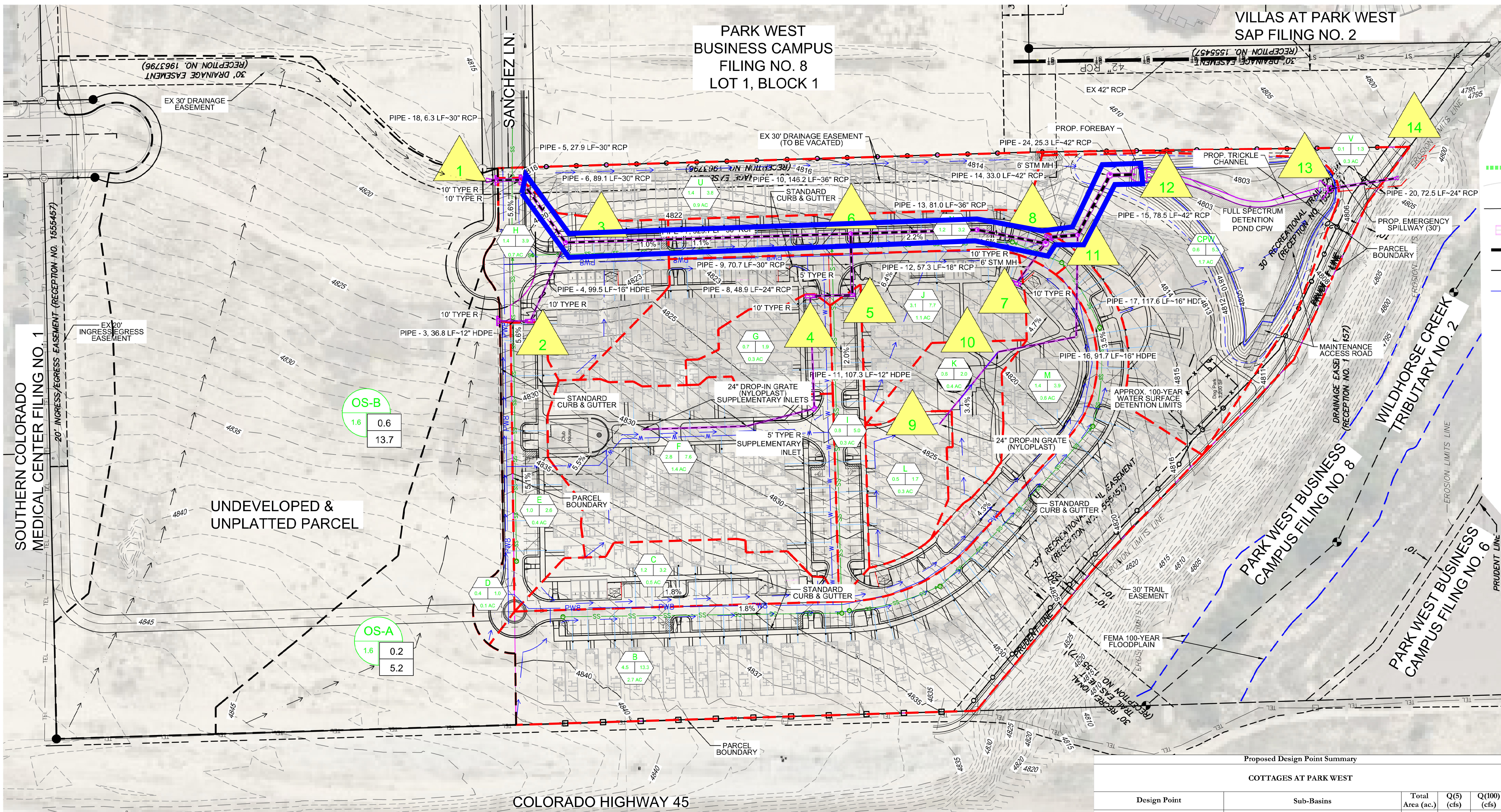
PREPARED BY:



2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
Phone 719-575-0100
Fax 719-575-0208

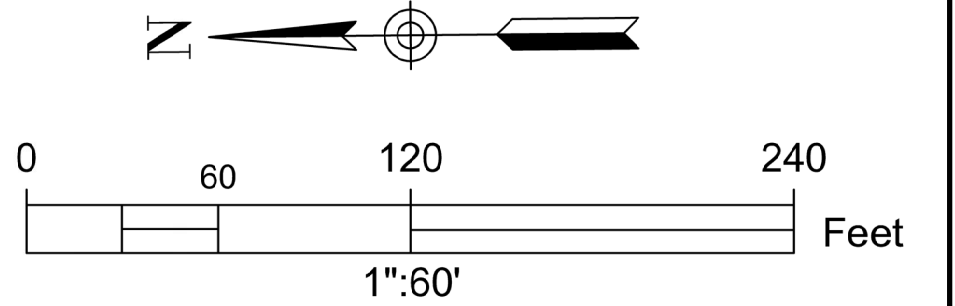


CASE NO. S-XX-XX



LEGEND

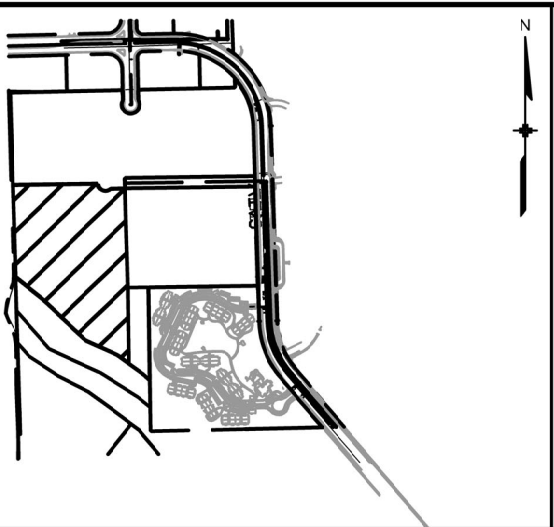
- BASIN BOUNDARY
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM DRAIN PIPE
- EXISTING STORM DRAIN PIPE
- PROPOSED PROPERTY LINE
- PROPOSED FLOW DIRECTION
- DESIGN POINT
- SUB BASIN DESIGNATION
- 5-YEAR STORM EVENT PEAK FLOW (CFS)
- 100-YEAR STORM EVENT PEAK FLOW (CFS)
- SUB BASIN AREA (AC.)
- PROPOSED MAINTENANCE ACCESS ROAD
- PROPOSED RIP RAP
- EMERGENCY FLOW PATHS



Proposed Design Point Summary				
COTTAGES AT PARK WEST				
Design Point	Sub-Basins	Total Area (ac.)	Q(5) (cfs)	Q(100) (cfs)
1	OS-A, OS-B (FLOWS CONVEYED THROUGH SITE, NO DETENTION PROVIDED FOR OFFSITE DEVELOPMENT)	7.89	0.82	17.43
H	H	0.70	1.49	4.08
1b	OS-A, OS-B, H	8.59	1.74	20.20
D	D	0.15	0.37	1.02
2	D, E	0.53	1.35	3.70
3	OS-A, OS-B, D, E, H	9.13	3.32	30.15
4	C, F, G	2.18	4.88	13.33
5A	I	0.28	0.85	4.96
5B	C, F, G, I	2.46	5.59	17.62
6	OS-A, OS-B, C-1	11.39	8.53	48.53
7	J, M	1.68	4.35	11.28
8A	B, N	3.22	6.54	18.99
8B	OS-A, OS-B, B-J, M, N	16.49	16.57	69.31
9	L	0.33	0.48	1.74
10A	K	0.37	0.57	1.99
10B	LK	0.70	1.02	3.64
11	OS-A, OS-B, B-N	17.19	18.95	78.66
12	DETAINED: OS-A, OS-B, B-N-CPW	18.92	14.13	61.01
12	DETAINED LESS OFFSITE AREAS	11.03	16.35	51.49
13	POND CPW Discharge	18.92	0.80	29.30
14	Total Discharge (Equivalent to DP EX2)	20.07	3.04	51.73

COTTAGES AT PARK WEST Proposed Conditions Sub-basin Summary			
Basin	Area acres	Q5 cfs	Q100 cfs
OS-A	1.64	0.2	5.2
OS-B	6.25	0.6	13.7
B	2.73	4.5	13.3
C	0.50	1.2	3.2
D	0.15	0.4	1.0
E	0.39	1.0	2.6
F	1.37	2.8	7.6
G	0.32	0.7	1.9
H	0.70	1.5	4.1
I	0.28	0.8	5.0
J	1.05	3.1	7.7
K	0.37	0.6	2.0
L	0.33	0.5	1.7
M	0.63	1.4	3.9
N	0.49	1.2	3.2
CPW	1.73	0.6	5.3
U	0.86	1.4	3.7
V	0.30	0.1	1.3

REFERENCE DRAWINGS			
No.	DATE	DESCRIPTION	BY
COMPUTER FILE MANAGEMENT			
FILE NAME:			
CTB FILE:			
PLOT DATE:			
THIS DRAWING IS CURRENT AS OF PLOT DATE AND MAY BE SUBJECT TO CHANGE.			



PREPARED BY:



SEAL
PRELIMINARY
THIS DRAWING HAS NOT
BEEN APPROVED BY
GOVERNING AGENCIES AND
IS SUBJECT TO CHANGE

FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.
PROJECT No. 21.1028.003

COTTAGES AT PARK WEST			
CITY OF PUEBLO, CO			
POST-DEVELOPMENT CONDITIONS			
DESIGNED BY: JTS	SCALE: HORIZ 1" = 60'	DATE ISSUED: AUGUST 2022	DRAWING No.
CHECKED BY: NMS	VERT.	SHEET 2 OF 2	DR-02

3/8/22, 11:54 AM

OpenGov



City of Pueblo PLACE

03/08/2022

22-35

Subdivision Part I

Status: Active

Date Created: Mar 4, 2022

Applicant

Kelly Marshall
kelly.marshall@matrixdesigngroup.com
2435 Research Pwky
Ste 300
Colorado Springs, CO 80920
7195750100

Location

0 No Street Name
PUEBLO, CO 68849

Owner:

QWANZO LLC
102 N CASCADE AVE STE 250 COLORADO SPRINGS,
CO 80903

Zoning Compliance (Office Use Only)

Case Number

S-22-03

Planner Assigned

--

Is a 2nd Submittal Required?

--

P&Z

P&Z Hearing Date

05/11/2022

P&Z Hearing Results

--

Number of Continuances

--

City Council

City Council First Reading

--

City Council Hearing Date - Final Reading

--

City Council Hearing Results

--

Ordinance Number

--

Recording Number

--

Public Notice

Number of postcards sent

--

Number of Posters

--

Public Notice costs must be paid by:

--

Attachment F. Application



8605 Explorer Drive, Suite 250
Colorado Springs, CO 80920
Phone: 719.598.5190
Fax: 719.598.5194

June 14, 2022

Beritt Odom
Principal Planner
City of Pueblo
211 E. D Street
Pueblo, CO 81003

Dear MS Beritt:

Based on City's Review comments dated March 30, 2022, from the City of Pueblo Planning - Parks Department:

Parks Dept.

1. The City has determined that this not appropriate for dedication of eight percent (8%) of the land area. Therefore, a cash payment in lieu of land dedication will be required. All payments in lieu of land dedication shall be equal to the fair market value of the land is such subdivision, exclusive of street widths, valued as subdivided land int the intended zone district. You will need to do this calculation and make a proposal to the City of that value.

Goodwin Knight makes the following proposal to satisfy Parks' request:

Goodwin Knight proposes to make a cash payment of \$160,803 in lieu of land dedication based on the following calculation:

Total Acres: 11.83 AC. / 515,453 S.F.

Total Market value of Land: \$2,238,000.00 (Goodwin Knight purchase price from Qwanzo, LLC)

Value per acre: \$189,180

Total Land Area (Excluding Streets) 10.57 AC / 460,293 S.F.

8% of adjusted Land Area: (460,293 S.F. X 8%) = 36,823.44 S.F. or .85AC

Proposed Cash Payment: (.85 AC x \$189,180) = \$160,803.

Respectively Submitted for your approval,

A blue ink signature of Bryan Kneip.

Bryan Kneip
Vice President of Community Development

From: [Karen Elgin](#)
 To: [Beritt Odom](#)
 Subject: FW: [External] Re: SRC Summary April 13, 2022
 Date: Wednesday, April 13, 2022 3:49:34 PM
 Attachments: [image.png](#)
[image.png](#)
[image001.png](#)

FYI

Karen Elgin

Land Use Technician
 City of Pueblo - Planning Department
 211 E. D Street
 Pueblo, CO 81003
 (719) 553-2252
kelgin@pueblo.us



CONFIDENTIALITY NOTICE: The information contained in or attached to this electronic message is privileged/confidential and intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. Please notify sender if you have received this information in error and remove any record of the message.

From: Gonzales - CDOT, Arthur <arthur.gonzales@state.co.us>
 Sent: Wednesday, April 13, 2022 3:48 PM
 To: Regalado - CDOT, Michelle <michelle.regalado@state.co.us>
 Cc: Valerie Sword - CDOT <valerie.vigil@state.co.us>; Karen Elgin <kelgin@pueblo.us>
 Subject: [External] Re: SRC Summary April 13, 2022

External email. Please use caution.

All,

Parcel #515064010 Cottages @ Parkwest 719-575-0100

Not a gated community, developer is not purchasing the entire parcel - will need an access easement, may need to be replat,

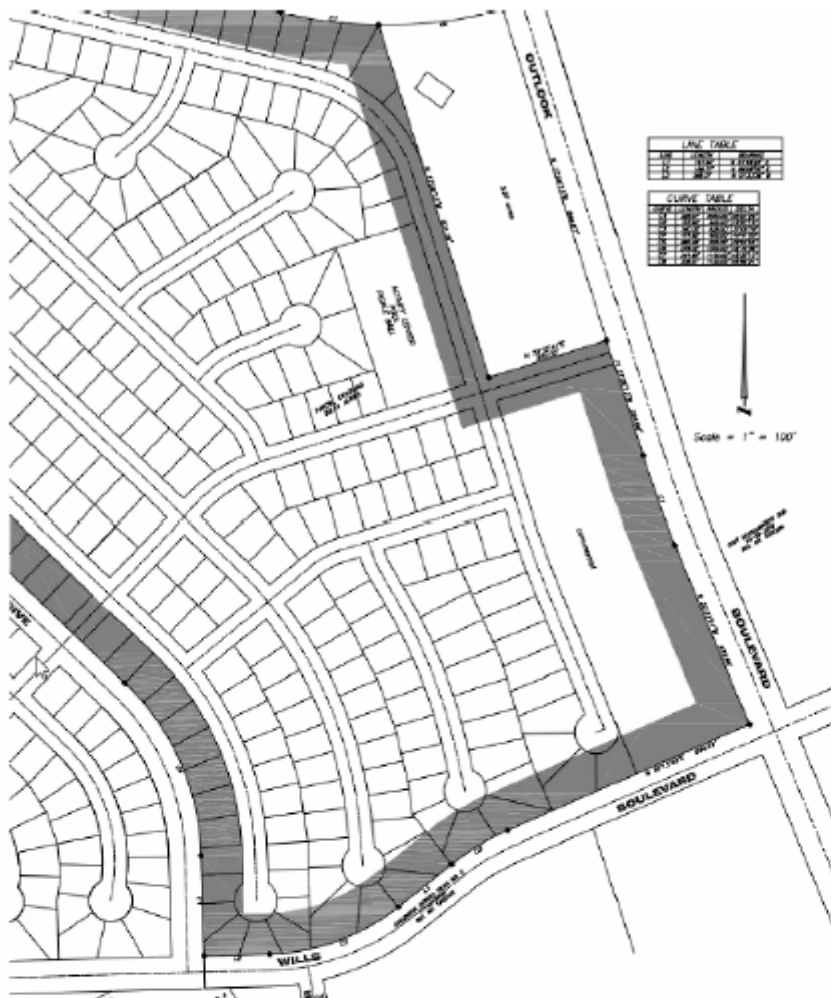
Kelly Marshall kelly.marshall@matrixdesigngroup.com

- No direct access to SH 45 will be granted, access shall be gained from local or surrounding roadways
- Request review of Traffic Analysis and Drainage Report,
- Noise should be evaluated for mitigation by the developer, CDOT is not responsible for noise mitigation, this is the sole responsibility of the developer
- Review of site plan for the multi-family development, specifically, the number of units and proposed location of the access
- All previous formal comments apply



Reserve some acreage for commercial use, ±354 lots

- Traffic Analysis



DFB Subdivision- University Park 719-924-0012

The DFB Subdivision will be a 5-lot multi-family subdivision. Attached is a preliminary site plan showing proposed 4-plex units and off-street parking on Lots 1, 2, 4 and 5

John Chrisman john@chrismanengineering.com

- No Comments at this time

Maverick Gas Station, AWA Engineering, 1001 W. Pueblo Blvd 702-370-6962

6 lot subdivision, large retention pond will be shifted to the north and plan to downsize the pond, maintenance agreement

rickm@awaeng.com

- Art Gonzales will provide comments
- Art has received a Traffic Impact Study and Drainage Report. They are currently under the CDOT review process and I will provide official planning comments to the City of Pueblo team and the developer.
- Application for access has not happened yet.
- The Access Control Plan methodology is being incorporated to the current development and planning comments.

Thank you,

Arthur Gonzales - Access Manager



R2 - Permits - Access - Traffic and Safety

5615 Wills Blvd. Pueblo, CO 81008

P(719)546-5732 | arthur.gonzales@state.co.us | www.coloradodot.info | www.cotrip.org

On Wed, Apr 13, 2022 at 3:35 PM Regalado - CDOT, Michelle <michelle.regalado@state.co.us> wrote:

Parcel #515064010 Cottages @ Parkwest 719-575-0100

Not a gated community, developer is not purchasing the entire parcel - will need an access easement, may need to be replat,

Kelly Marshall kelly.marshall@matrixdesigngroup.com

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- All previous formal comments apply



Subdivide 90 acres parcel west of CDOT's main office 719-544-0865
Reserve some acreage for commercial use, ±354 lots
Rocky Mangini rmangini@ghvalley.net

- Traffic Analysis

August 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Kelly Marshall, Matrix Design Group** for the approval of the following application(s) generally located East of Pueblo Blvd and South of E. Spaulding Ave.

Z-22-05 Rezone: Cottages at Park West, Parcel 515064010: approximately 28.35 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.

S-22-03 Subdivision: Cottages at Park West, subdivision of 28.35 acres into 194 single-family and duplex residential lots.

SAP-22-01 Special Area Plan: Cottages at Park West. Requesting approval for a Special Area Plan to coincide with the Subdivision and Rezoning of approximately 28.35 acres.

The Planning and Zoning Commission meeting will be held on September 14, 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 **Bart Mikitowicz**, Senior Planner

(719) 553-2321

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Scott Hobson, Acting Director

Planning & Community Development

By **Bart Mikitowicz**, Senior Planner

(719) 553-2321

CASE NUMBER

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as COTTAGES AT PARK WEST 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	Own	OwnerZip
QWANZO LLC	102 N CASCADE AVE STE 250	COLORADO SPRING	CO	80903-1409
VILLAS AT PARK WEST LLC	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
PRO MANAGEMENT LLC	275 CAMINO DE LOS RANCHOS S	PUEBLO	CO	81007-2010
M W S H PUEBLO LLC	3425 BOONE RD SE	SALEM	OR	97317-9336
PARKER + SPAULDING LLC	3470 PARKER BLVD	PUEBLO	CO	81008-2280
BANFF HOLDINGS LLC	3530 E SPAULDING AVE	PUEBLO	CO	81008-2209
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745
SPANISH PEAKS ASSET MANAGEM	41 MONTEBELLO RD STE 200	PUEBLO	CO	81001-1366
Y M C A COMMUNITY CAMPUS LI	700 N ALBANY AVE	PUEBLO	CO	81003-4126
ENT FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO SPRING	CO	80920-6517
CITY OF PUEBLO A MUNICIPAL CO	PO BOX 1427	PUEBLO	CO	81002-1427
V I P HEALTH CARD LLC	PO BOX 7887	PUEBLO WEST	CO	81007-0887



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A 40-FOOT UTILITY, DRAINAGE, AND INGRESS/EGRESS EASEMENT THAT RUNS DIAGONALLY THROUGH PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES, AMENDED PLAT, UNIVERSITY PARK 30TH FILING

SUMMARY:

The applicant is requesting to vacate a 40-foot utility, drainage, and ingress/egress easement that runs diagonally through Parcel B, Rearrangement of Property Boundaries Amended Plat, University Park 30th Filing.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to re-subdivide Parcel B, of the Rearrangement of Property Boundaries, Amended Plat, of University Park Subdivision 30th Filing into Lot 1, Block 1, University Park Subdivision, 33rd Filing.

BACKGROUND:

The 40-foot Utility, Drainage, and Ingress/Egress Easement that is proposed to be vacated, was subdivided in 1983 to provide utility and drainage services within Lot 2 and access to Lot 3, University Park Subdivision 30th, Filing (currently Lots 1 and 3, Block 1, University Park Subdivision, 31st Filing). The proposed University Park Subdivision 33rd Filing, establishes a 24-foot access easement running west along the northern property line and south adjacent to the 15-foot Trail Easement located along the western property line; providing access to Lots 1 and 3, Block 1, University Park Subdivision, 31st Filing. A 40-foot Utility and Drainage Easement, located along the eastern property line, was established with the 30th filing and provides adequate utility and drainage; because of this, the 40-foot perpendicular easement that is proposed to be vacated is redundant.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 12, 2023, 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, developable land will be limited 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:

1. V-23-03 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A 40-FOOT UTILITY, DRAINAGE, AND INGRESS/EGRESS EASEMENT THAT RUNS DIAGONALLY THROUGH PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES, AMENDED PLAT, UNIVERSITY PARK 30TH FILING

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

SECTION 1.

The following described street:

A 40 FOOT WIDE STRIP OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, AND ALSO BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960 OF THE COUNTY OF PUEBLO CLERK AND RECORDER OFFICE, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF PARCEL "B" OF SAID REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128."

COMMENCING AT THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960; THENCE WITH THE SOUTH LINE OF SAID SPECIAL WARRANTY DEED, N77°53'32"W, A DISTANCE OF 179.87 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITH SAID SOUTH LINE, N77°53'32"W, A DISTANCE OF 40.29 FEET;

THENCE N18°59'38"E, A DISTANCE OF 276.12 FEET;

THENCE S26°09'42"E, A DISTANCE OF 56.42 FEET;
THENCE S18°59'38"W, A DISTANCE OF 231.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 10,152 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

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

PLAT EASEMENT VACATION

A PART OF PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

PROPERTY DESCRIPTION

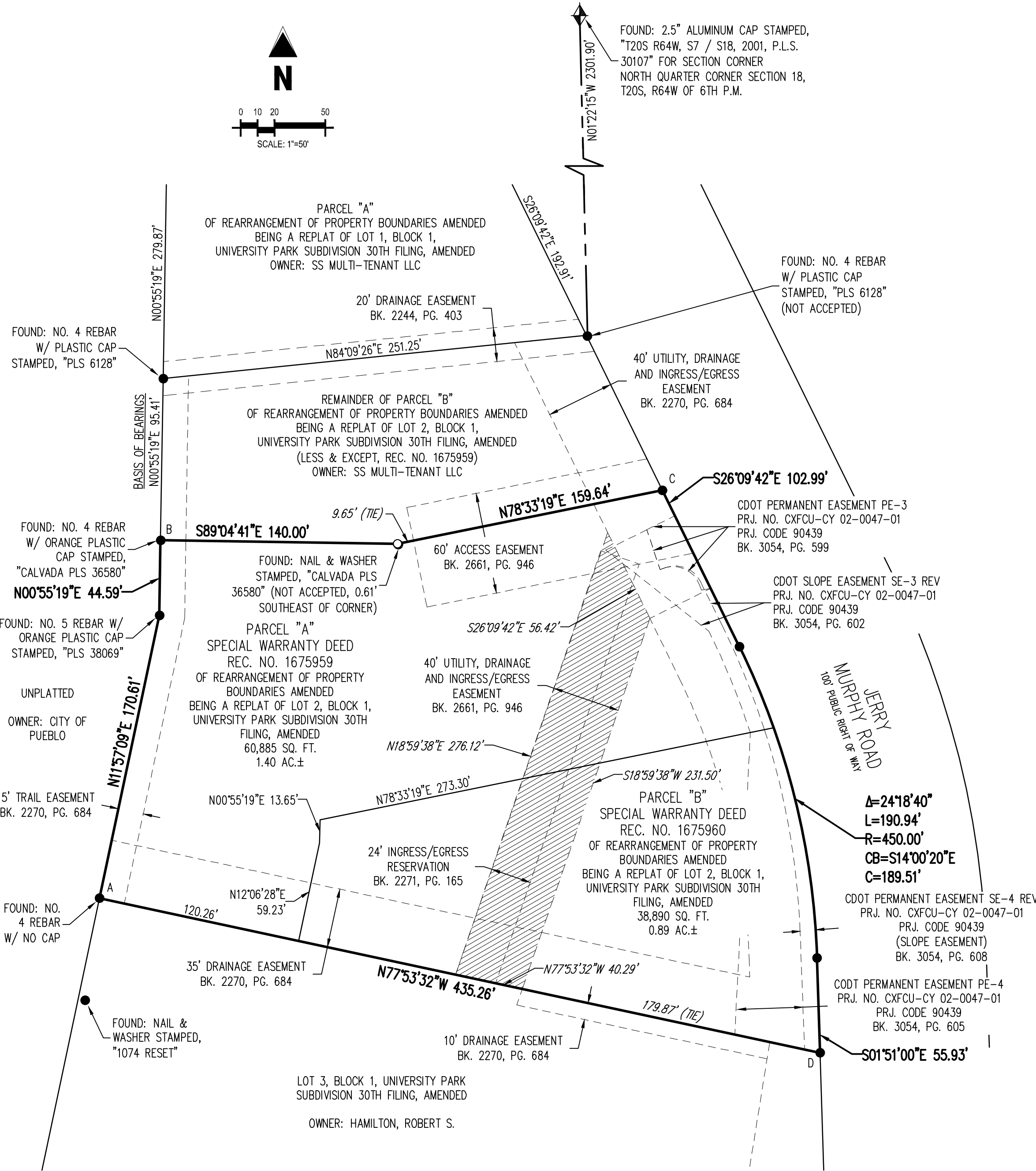
PARCEL A:
SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, BEING A PORTION OF LOT 2 IN BLOCK 1 IN UNIVERSITY PARK SUBDIVISION, 30TH FILING, AMENDED, ALSO BEING A PORTION OF PARCEL "B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, RECORDED JUNE 14, 1993 IN BOOK 2661 AT PAGE 946 OF THE PUEBLO COUNTY RECORDS, EXCEPT THE FOLLOWING DESCRIBED TWO (2) PORTIONS OF SAID LOT 2;
1. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 84 DEGREES 16 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 251.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTH 01 DEGREES 01 MINUTE 55 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.41 FEET;
THENCE SOUTH 88 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 140.00 FEET;
THENCE NORTH 78 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 159.64 FEET TO THE EASTERLY LINE OF SAID LOT 2;
THENCE NORTH 26 DEGREES 03 MINUTES 06 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 102.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
2. COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED RECORDED JUNE 14, 1993 IN BOOK 2661 AT PAGE 946, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 77 DEGREES 46 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 315.00 FEET;
THENCE NORTH 12 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 59.23 FEET;
THENCE NORTH 01 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 13.65;
THENCE NORTH 78 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 273.30 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B";
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL "B", THE FOLLOWING TWO (2) COURSES:
1. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 70 DEGREES 34 MINUTES 23 SECONDS WEST, HAVING A DELTA OF 17 DEGREES 41 MINUTES 13 SECONDS, A RADIUS OF 450.00 FEET, AND A LENGTH OF 138.91 FEET TO THE POINT OF TANGENT;
2. SOUTH 01 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

PARCEL B:
SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960, BEING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO, BEING A PORTION OF PARCEL "B", REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, ALSO BEING A PORTION OF LOT 2, BLOCK 1, UNIVERSITY PARK SUBDIVISION, 30TH FILING AMENDED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE SOUTHERLY LINE OF PARCEL "B" REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, BEING MONUMENTED AT EACH END WITH A NO. 4 REBAR AND PLASTIC CAP BEING MARKED PLS 12359 BEING CONSIDERED TO BEAR S77°46'56"E, A DISTANCE OF 435.28 FEET.
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "B" REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, SAID POINT BEING THE POINT OF BEGINNING;
THENCE N77°46'56"W, AND ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 315.00 FEET;
THENCE N12°13'04"E, A DISTANCE OF 59.23 FEET;
THENCE N01°01'55"E, A DISTANCE OF 13.65 FEET;
THENCE N78°39'55"E, A DISTANCE OF 273.30 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B";
THENCE SOUTHERLY AND ALONG THE EAST LINE OF SAID PARCEL "B", THE FOLLOWING TWO (2) COURSES:
1.) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S70°34'23"W, HAVING A DELTA OF 17°41'13", A RADIUS OF 450.00 FEET, AND A LENGTH OF 138.91 FEET TO THE POINT OF TANGENT;
2.) S01°44'25"E, A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.29 ACRES OF LAND, MORE OR LESS.

EASEMENT DESCRIPTION (TO BE VACATED)

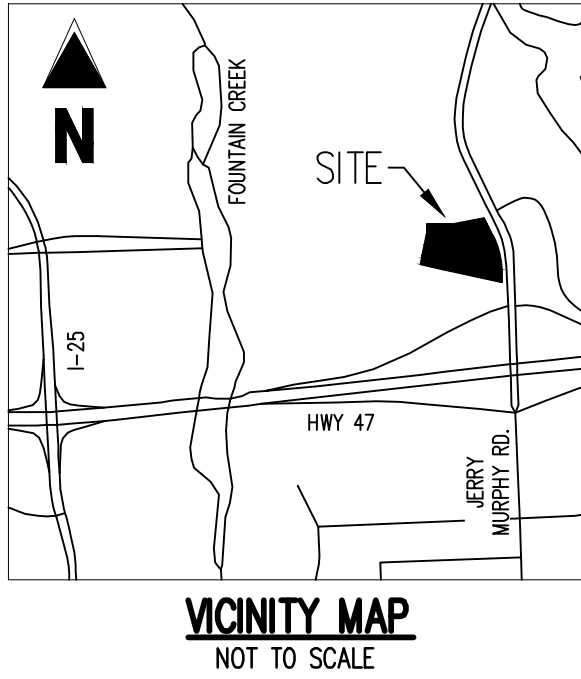
A 40 FOOT WIDE STRIP OF LAND RECORDED IN BOOK 2661, PAGE 946, BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, AND ALSO BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960 OF THE COUNTY OF PUEBLO CLERK AND RECORDER OFFICE, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960; THENCE WITH THE SOUTH LINE OF SAID SPECIAL WARRANTY DEED, N77°53'32"W, A DISTANCE OF 179.87 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING WITH SAID SOUTH LINE, N77°53'32"W, A DISTANCE OF 40.29 FEET;
THENCE N18°59'38"E, A DISTANCE OF 276.12 FEET;
THENCE S26°09'42"E, A DISTANCE OF 56.42 FEET;
THENCE S18°59'38"W, A DISTANCE OF 231.50 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIPTION CONTAINS 10,152 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.



POINT	GRID COORDINATES	GROUND COORDINATES	LAT./LONG
A	N 1599393.121 E 3258219.612	N 1599785.285 E 3259018.513	N 38°18'33.38" W 104°36'00.32"
B	N 1599604.475 E 3258255.713	N 1599996.691 E 3259054.623	N 38°18'35.76" W 104°35'59.84"
C	N 1599634.004 E 3258552.072	N 1600026.227 E 3259351.055	N 38°18'36.03" W 104°35'56.12"
D	N 1599301.855 E 3258645.160	N 1599693.997 E 3259444.166	N 38°18'32.73" W 104°35'54.99"

LEGEND

- FOUND: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069" UNLESS OTHERWISE NOTED
- SET: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069"
- ▨ 40' UTILITY, DRAINAGE AND INGRESS/EGRESS EASEMENT AT BK. 2661, PG. 946 TO BE VACATED BY THIS PLAT



GENERAL NOTES

- PURPOSE: TO VACATE THE 40' UTILITY, DRAINAGE, AND INGRESS/EGRESS EASEMENT AT BK. 2261, PG. 946.
- FIELD WORK WAS COMPLETED ON: FEBRUARY 24, 2021.
- BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF "PARCEL B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT, RECORDED AT RECEPTION NO. 1675959 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128".
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08101C05110, HAVING A REVISION DATE OF AUGUST 15, 2019, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- ALL LINEAL MEASUREMENTS SHOWN ARE GRID DISTANCES AND U.S. SURVEY FEET. THE COMBINATION FACTOR FOR THIS PLAT IS 1.0002451957.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELIED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT. TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY FIDELITY NATIONAL TITLE, FILE NO. 100-NO028717-010-T02, AMENDMENT NO. 2, WITH A COMMITMENT DATE OF JANUARY 13, 2021.
- I HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BRIAN J. DENNIS, COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.



PLAT EASEMENT VACATION

A PART OF PARCEL B, REARRANGEMENT OF
PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

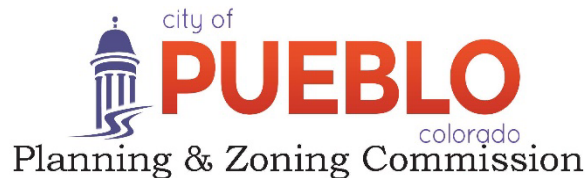
#	Date	Issue / Description	Init.
1	01/24/2023	ADDRESS CITY COMMENTS	JGH
2			
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20			

Project No:	ECU000020.10
Drawn By:	JGH
Checked By:	BJD
Date:	11.14.2022

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, April 12, 2023 – 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

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to the City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

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; Cindy Capritta, Land Use Technician, Bart Mikitowicz, Sr. Planner.

2. V-23-03 Vacation: University Park Subdivision, 30th Filing Easement Vacation. Vacation Of a 40-foot Utility, Drainage, and Ingress/Egress Easement in the University Park Subdivision, 30th Filing. Staff report by Beritt Odom, Principal Planner.

Principal Planner Beritt Odom provided Staff Report.

Public Hearing: Applicant, Aaron McLean was sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the application, seconded by Aznar, conditioned Subdivision Plat must be approved along with conditions 1-4.

Motion Passed: 7-0.



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-23-03 Vacation within University Park Subdivision, 30th Filing
S-21-13 University Park Subdivision, 33rd Filing

DATE: May 8, 2023

Please place the above referenced submittals on the City Council Agenda.

V-23-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: April 12, 2023

SUBJECT: University Park Subdivision 30th Filing, Easement Vacation

APPLICANT: Aaron McLean, Galloway and Company, Inc.

OWNER: Jeff Wilkins, Ent, Federal Credit Union

LOCATION: Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp, westbound.

CONCURRENT REQUESTS: S-21-13 University Park Subdivision 33rd Filing

Request:

Vacation of the 40-foot Utility, Drainage, and Ingress/Egress Easement that runs diagonal through Parcel B, Rearrangement of Property Boundaries Amended Plat, University Park 30th Filing.

BACKGROUND AND ANALYSIS:

The 40-foot Utility, Drainage, and Ingress/Egress Easement that is proposed to be vacated, was subdivided in 1983 to provide utility and drainage services within Lot 2 and access to Lot 3, University Park Subdivision 30th, Filing (currently Lots 1 and 3, Block 1, University Park Subdivision, 31st Filing). The proposed University Park Subdivision 33rd Filing, establishes a 24-foot access easement running west along the northern property line and south adjacent to the 15-foot Trail Easement located along the western property line; providing access to Lots 1 and 3, Block 1, University Park Subdivision, 31st Filing. A 40-foot Utility and Drainage Easement, located along the eastern property line, was established with the 30th filing and provides adequate utility and drainage; because of this, the 40-foot perpendicular easement that is proposed to be vacated is redundant.

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 once the following conditions have been satisfied:

1. Amend the vacation plat title to read, "University Park Subdivision 30th Filing, Easement Vacation."

2. Amend the Easement legal description according to the redlines provided by Joe Martellaro, Associate Engineer, II.
3. Remove the Property Description from the plat.
4. Amend the plat reference to the legal description of the lots located south of the vacation, the plat should state, "Lots 1 and 3, Block 1, University Park 31st, Filing.

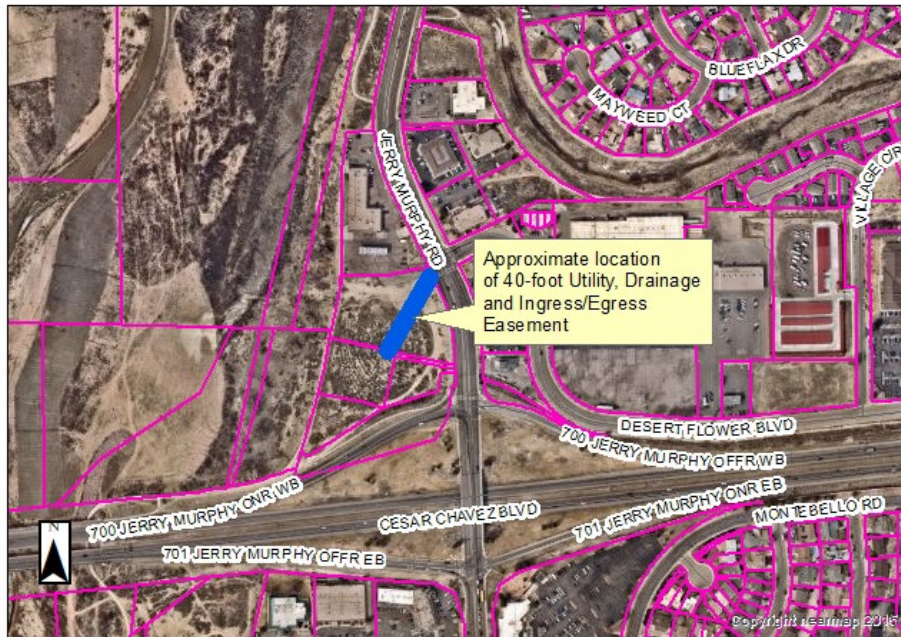
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments addressed in recommended conditions.
- City Transportation-Comments addressed in recommended conditions.
- 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

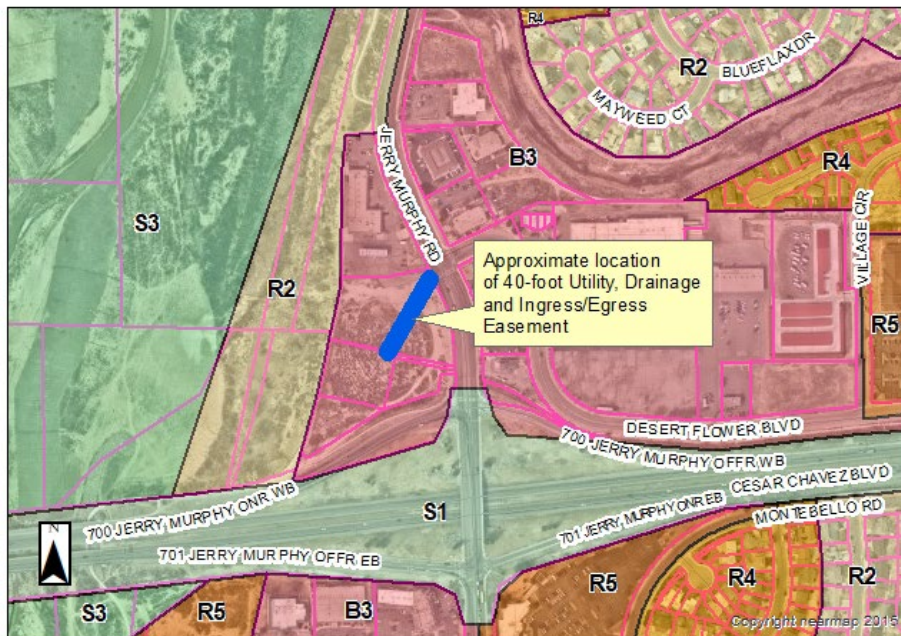
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. SRC Memo, April 5, 2023
- E. Vacation Plat

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



Attachment D. Site Photos-Public Notice



Attachment D. View of parcel that contains the easement, looking south from Jerry Murphy Rd.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: April 4, 2022

Subject: S-21-13 University Park Subdivision, 33rd Filing
V-23-03 University Park Subdivision, 30th Filing, Easement Vacation

S-21-13 University Park Subdivision, 33rd Filing: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	No improvement plans will be required, the City will require a utility plan with proposed sewer and water location prior to recording the plat.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	None

V-23-03 University Park Subdivision, 30th Filing Easement Vacation: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation of **APPROVAL** to City Council, once the following conditions have been satisfied:

1. Amend the vacation plat title to read, "University Park Subdivision 30th Filing, Easement Vacation."
2. Amend the Easement legal description according to the redlines provided by Joe Martellaro, Associate Engineer, II.
3. Remove the Property Description from the plat.
4. Amend the plat reference to the legal description of the lots located south of the vacation, the plat should state, "Lots 1 and 3, Block 1, University Park 31st, Filing."

PLAT EASEMENT VACATION

A PART OF PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

PROPERTY DESCRIPTION

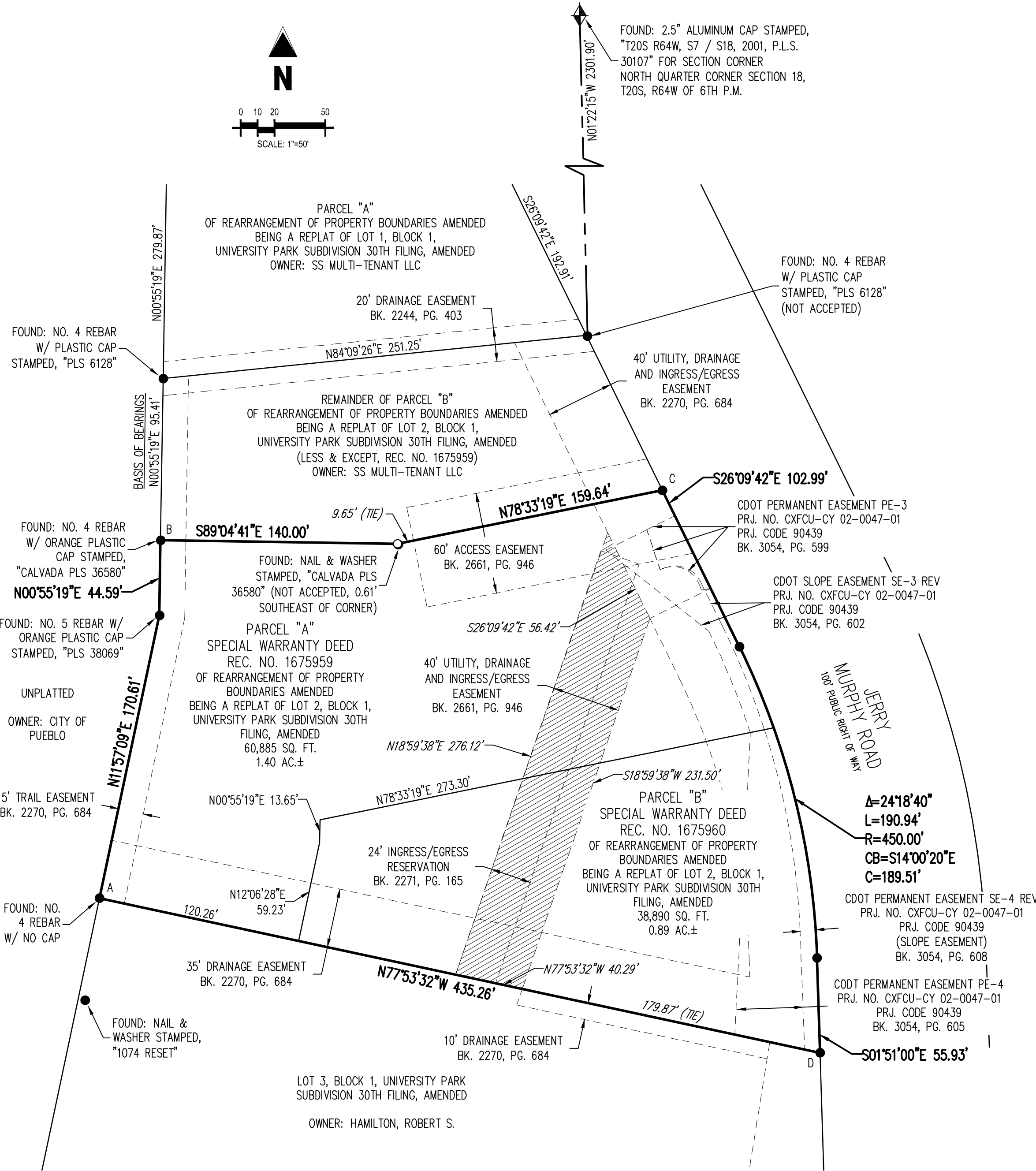
PARCEL A:
SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, BEING A PORTION OF LOT 2 IN BLOCK 1 IN UNIVERSITY PARK SUBDIVISION, 30TH FILING, AMENDED, ALSO BEING A PORTION OF PARCEL "B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, RECORDED JUNE 14, 1993 IN BOOK 2661 AT PAGE 946 OF THE PUEBLO COUNTY RECORDS, EXCEPT THE FOLLOWING DESCRIBED TWO (2) PORTIONS OF SAID LOT 2;
1. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 84 DEGREES 16 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 251.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTH 01 DEGREES 01 MINUTE 55 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.41 FEET;
THENCE SOUTH 88 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 140.00 FEET;
THENCE NORTH 78 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 159.64 FEET TO THE EASTERLY LINE OF SAID LOT 2;
THENCE NORTH 26 DEGREES 03 MINUTES 06 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 102.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
2. COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED RECORDED JUNE 14, 1993 IN BOOK 2661 AT PAGE 946, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 77 DEGREES 46 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 315.00 FEET;
THENCE NORTH 12 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 59.23 FEET;
THENCE NORTH 01 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 13.65;
THENCE NORTH 78 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 273.30 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B";
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL "B", THE FOLLOWING TWO (2) COURSES:
1. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 70 DEGREES 34 MINUTES 23 SECONDS WEST, HAVING A DELTA OF 17 DEGREES 41 MINUTES 13 SECONDS, A RADIUS OF 450.00 FEET, AND A LENGTH OF 138.91 FEET TO THE POINT OF TANGENT;
2. SOUTH 01 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

PARCEL B:
SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960, BEING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO, BEING A PORTION OF PARCEL "B", REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, ALSO BEING A PORTION OF LOT 2, BLOCK 1, UNIVERSITY PARK SUBDIVISION, 30TH FILING AMENDED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE SOUTHERLY LINE OF PARCEL "B" REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, BEING MONUMENTED AT EACH END WITH A NO. 4 REBAR AND PLASTIC CAP BEING MARKED PLS 12359 BEING CONSIDERED TO BEAR S77°46'56"E, A DISTANCE OF 435.28 FEET.
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "B" REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, SAID POINT BEING THE POINT OF BEGINNING;
THENCE N77°46'56"W, AND ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 315.00 FEET;
THENCE N12°13'04"E, A DISTANCE OF 59.23 FEET;
THENCE N01°01'55"E, A DISTANCE OF 13.65 FEET;
THENCE N78°39'55"E, A DISTANCE OF 273.30 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B";
THENCE SOUTHERLY AND ALONG THE EAST LINE OF SAID PARCEL "B", THE FOLLOWING TWO (2) COURSES:
1.) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S70°34'23"W, HAVING A DELTA OF 17°41'13", A RADIUS OF 450.00 FEET, AND A LENGTH OF 138.91 FEET TO THE POINT OF TANGENT;
2.) S01°44'25"E, A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.29 ACRES OF LAND, MORE OR LESS.

EASEMENT DESCRIPTION (TO BE VACATED)

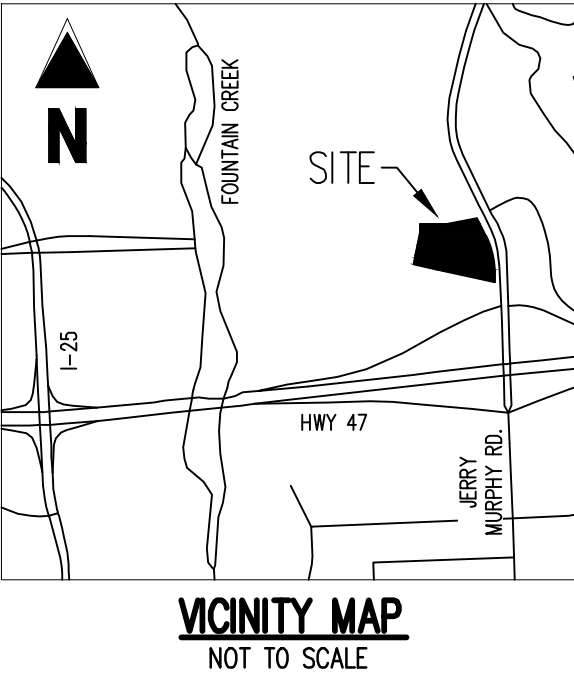
A 40 FOOT WIDE STRIP OF LAND RECORDED IN BOOK 2661, PAGE 946, BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, AND ALSO BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960 OF THE COUNTY OF PUEBLO CLERK AND RECORDER OFFICE, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960; THENCE WITH THE SOUTH LINE OF SAID SPECIAL WARRANTY DEED, N77°53'32"W, A DISTANCE OF 179.87 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING WITH SAID SOUTH LINE, N77°53'32"W, A DISTANCE OF 40.29 FEET;
THENCE N18°59'38"E, A DISTANCE OF 276.12 FEET;
THENCE S26°09'42"E, A DISTANCE OF 56.42 FEET;
THENCE S18°59'38"W, A DISTANCE OF 231.50 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIPTION CONTAINS 10,152 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.



POINT	GRID COORDINATES	GROUND COORDINATES	LAT./LONG
A	N 1599393.121 E 3258219.612	N 1599785.285 E 3259018.513	N 38°18'33.38" W 104°36'00.32"
B	N 1599604.475 E 3258255.713	N 1599996.691 E 3259054.623	N 38°18'35.76" W 104°35'59.84"
C	N 1599634.004 E 3258552.072	N 1600026.227 E 3259351.055	N 38°18'36.03" W 104°35'56.12"
D	N 1599301.855 E 3258645.160	N 1599693.997 E 3259444.166	N 38°18'32.73" W 104°35'54.99"

LEGEND

- FOUND: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069" UNLESS OTHERWISE NOTED
- SET: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069"
- ▨ 40' UTILITY, DRAINAGE AND INGRESS/EGRESS EASEMENT AT BK. 2661, PG. 946 TO BE VACATED BY THIS PLAT



GENERAL NOTES

- PURPOSE: TO VACATE THE 40' UTILITY, DRAINAGE, AND INGRESS/EGRESS EASEMENT AT BK. 2261, PG. 946.
- FIELD WORK WAS COMPLETED ON: FEBRUARY 24, 2021.
- BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF "PARCEL B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT, RECORDED AT RECEPTION NO. 1675959 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128".
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08101C05110, HAVING A REVISION DATE OF AUGUST 15, 2019, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- ALL LINEAL MEASUREMENTS SHOWN ARE GRID DISTANCES AND U.S. SURVEY FEET. THE COMBINATION FACTOR FOR THIS PLAT IS 1.0002451957.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELIED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT. TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY FIDELITY NATIONAL TITLE, FILE NO. 100-NO028717-010-T02, AMENDMENT NO. 2, WITH A COMMITMENT DATE OF JANUARY 13, 2021.
- I HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BRIAN J. DENNIS, COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.



PLAT EASEMENT VACATION

A PART OF PARCEL B, REARRANGEMENT OF
PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	01/24/2023	ADDRESS CITY COMMENTS	JGH
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Project No:	ECU000020.10
Drawn By:	JGH
Checked By:	BJD
Date:	11.14.2022

March 28, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Aaron McLean, Galloway and Company** for the approval of the following application(s) generally located west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp, westbound.

V-23-03 Vacation: University Park Subdivision, 30th Filing Easement Vacation. Vacation of a 40-foot Utility, Drainage, and Ingress/Egress Easement in the University Park Subdivision, 30th Filing. Staff report by Beritt Odom, Principal Planner.

The Planning and Zoning Commission meeting will be held on April 12, 2023, 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-23-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: of existing 40 Ft. Easement 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.

March 28, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Drainage Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 18, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owr
SS MULTI-TENANT LLC	1202 BERGEN PKWY STE 303	EVERGREEN	CO
WIVES CLUB LLC	3009 COUNTRY CLUB DR	PUEBLO	CO
SNOWMASS VENTURE LLC	320 S SNOWMASS CIR	SUPERIOR	CO
GANESH JAI TRUST	3833 AUGUSTA LN	PUEBLO	CO
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO
DEPARTMENT OF TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO
ENT FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO SPRINGS	CO
LEGACY BANK + ATTN: VICKI SMITH	730 DESERT FLOWER BLVD	PUEBLO	CO
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO
HAMILTON ROBERT S + C/O TALLI RUSSELL	PO BOX 38429	COLORADO SPRINGS	CO

OwnerZip

80439-9559

81008-1204

80027-6117

81001-4920

81003-2745

80222-3406

80920-6517

81001-1143

81002-1427

80937-8429



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE UNIVERSITY PARK SUBDIVISION,
33RD FILING

SUMMARY:

The applicant is requesting to re-subdivide Parcel B, of the Rearrangement of Property Boundaries, Amended, of University Park Subdivision, 30th Filing into Lot 1, Block 1, University Park Subdivision, 33rd Filing.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to vacate a 40-foot utility, drainage, and ingress/egress easement that runs diagonal through Parcel B, rearrangement of property boundaries amended plat, University Park, 30th filing.

BACKGROUND:

The proposed subdivision is located east of Fountain Creek, west of Jerry Murphy Road and north of the Jerry Murphy Onramp West Bound. The subject property was originally subdivided in 1983, University Park Subdivision 30th Filing. The 30th filing was later amended in 1985, establishing a utility easement in the northeast corner of Lot 1, and drainage easements along the southern property line of Lot 1 and northern property line of Lot 2. In 1993, a rearrangement of property boundaries, for Lots 1 and 2 was approved. The rearrangement moved the southern property line of Lot 2 further south and created Parcels A and B. The proposed, University Park Subdivision 33rd Filing, will re-subdivide Parcel B into Lot 1, Block 1, and create an access easement running west along the northern property line, south along the western property line, and east along the southern property line to provide access to Lots 1 and 3, Block 1, University Park Subdivision 31st Filing. The new access easement will facilitate vacation of the existing Utility, Drainage, Ingress and Egress Easement Vacation, which

runs perpendicular through the existing Parcel B, decreasing the developable area of the parcel. The newly subdivided lot will be marketed for commercial development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 12, 2023 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:

1. S-21-13 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE UNIVERSITY PARK
SUBDIVISION, 33RD FILING

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

SECTION 1.

The final plat of the University Park 33rd Filing, being a subdivision of land legally described as:

BEING ALL OF PARCEL "A", RECORDED AT RECEPTION NO. 1675959, AND BEING A PORTION OF PARCEL "B", RECORDED AT RECEPTION NO. 1675960, AND BEING A PORTION OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, RECORDED AT RECEPTION NO. 1009173 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF PARCEL "B" OF SAID REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128."

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B" AND BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, UNIVERSITY PARK SUBDIVISION 31ST FILING, AND BEING A POINT ON THE WEST RIGHT OF WAY LINE OF JERRY MURPHY ROAD;

THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND WITH THE NORTH LINE OF SAID LOT 1, N77°53'32"W, A DISTANCE OF 435.26 FEET;

THENCE DEPARTING SAID NORTH LINE, N11°57'09"E, A DISTANCE OF 170.61 FEET;

THENCE N00°55'19"E, A DISTANCE OF 44.59 FEET;

THENCE S89°04'41"E, A DISTANCE OF 140.00 FEET;

THENCE N78°33'19"E, A DISTANCE OF 159.64 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE;

THENCE WITH SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

1. S26°09'42"E, A DISTANCE OF 102.99 FEET TO A POINT OF CURVATURE TO THE RIGHT;
2. THENCE WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24°18'40", A RADIUS OF 450.00 FEET, A LENGTH OF 190.94 FEET, HAVING A CHORD BEARING OF S14°00'20"E AND A CHORD DISTANCE OF 189.51 FEET;

3. S01°51'00"E, A DISTANCE OF 55.93 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.291 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 24-10-101, 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 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 and (c) the covenants and agreements captioned "FIRST AMENDMENT TO AGREEMENT DATED DECEMBER 18, 1985 AND RECORDED DECEMBER 20, 1985 AT BOOK 2271, PAGE 173 IN THE RECORDS OF THE PUEBLO COUNTY, COLORADO" AND "DECLARATION OF EASEMENTS", copies of which are attached hereto and incorporated herein, are executed and filed contemporaneously with the final subdivision plat. 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

UNIVERSITY PARK SUBDIVISION, 33RD FILING

A PART OF PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT ENT FEDERAL CREDIT UNION, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THAT LAND DESCRIBED AS PARCEL "C", LOT LINE REARRANGEMENT, RECORDED AT RECEPTION NO. _____ OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.29 ACRES OF LAND, MORE OR LESS.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO A LOT AND BLOCK AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR ACCESS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "UNIVERSITY PARK SUBDIVISION, 33RD FILING".

ALL ACCESS EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

OWNER

ENT FEDERAL CREDIT UNION

SIGNATURE _____

DATE _____

PRINT NAME _____

STATE OF COLORADO)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____
DAY OF _____, 20____ A.D.

BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

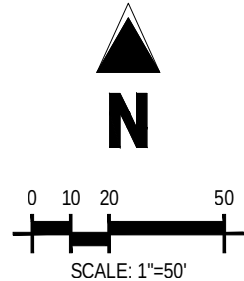
NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

LEGEND

- FOUND: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069" UNLESS OTHERWISE NOTED
- SET: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069"

POINT	GRID COORDINATES	GROUND COORDINATES	LAT/LONG
A	N 1599393.121 E 3258219.612	N 1599785.285 E 3259018.513	N 38°18'33.38" W 104°36'00.32"
B	N 1599604.475 E 3258255.713	N 1599996.691 E 3259054.623	N 38°18'35.76" W 104°35'59.84"
C	N 1599634.004 E 3258552.072	N 1600026.227 E 3259351.055	N 38°18'36.03" W 104°35'56.12"
D	N 1599301.855 E 3258645.160	N 1599693.997 E 3259444.166	N 38°18'32.73" W 104°35'54.99"



IMPROVEMENT CERTIFICATION

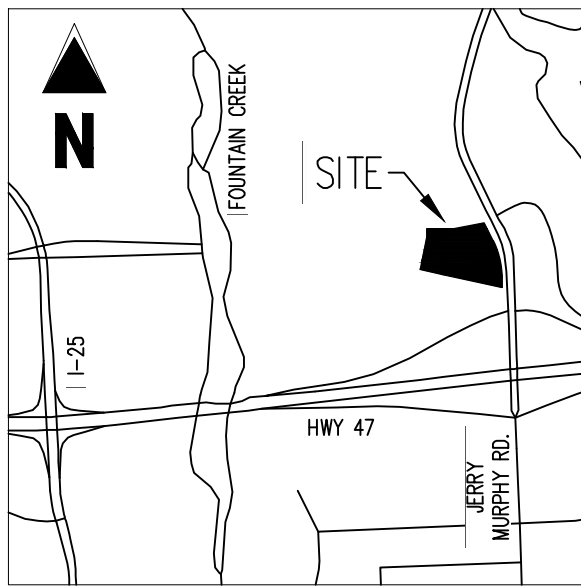
THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7 (J) (1) AND SECTION 12-4-5(B) OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DIRECTOR OF PUBLIC WORKS _____

DATE _____

NOTICE

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH ROADS AND OTHER PARK 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 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.



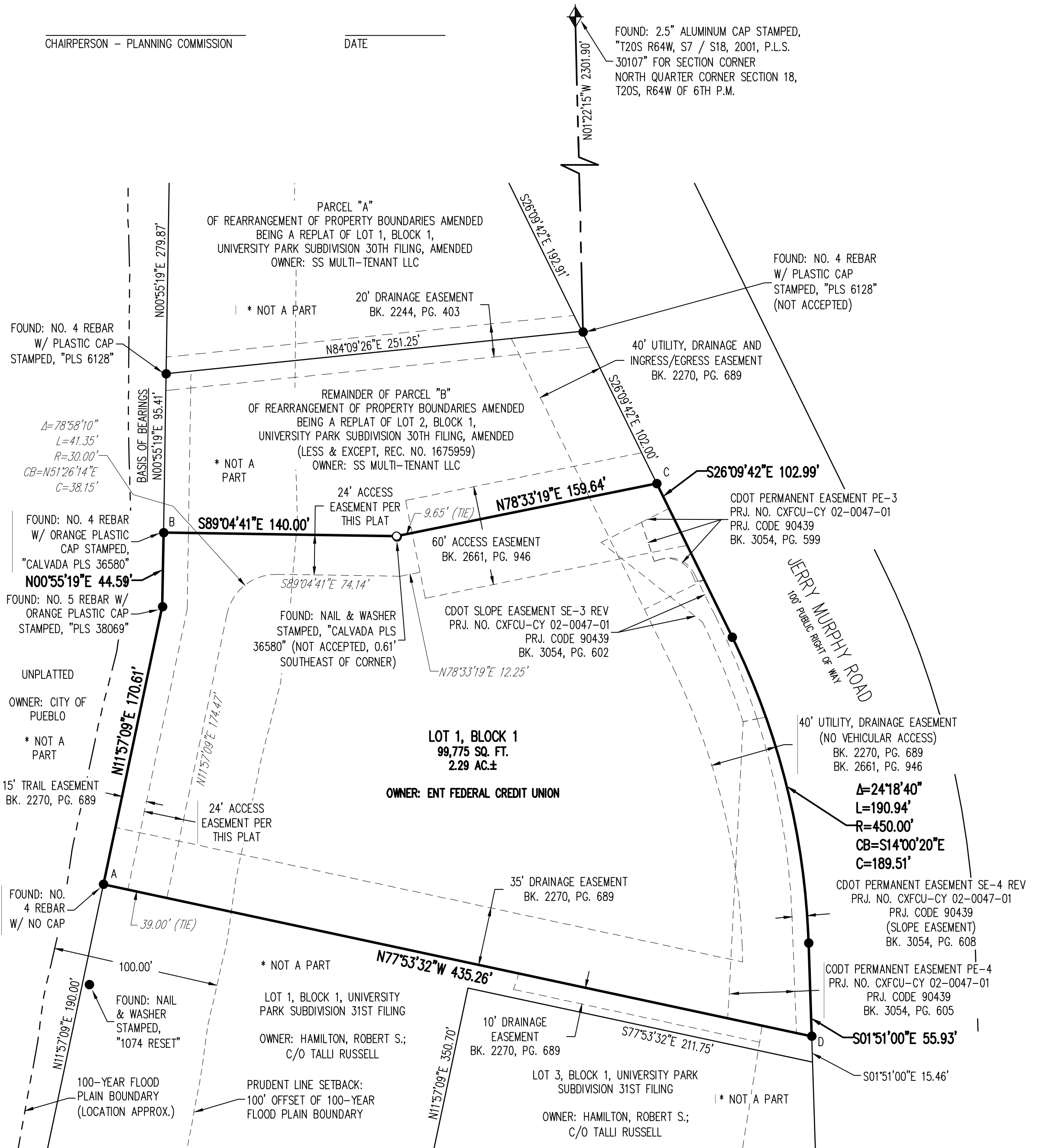
VICINITY MAP
NOT TO SCALE

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 THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF "UNIVERSITY PARK SUBDIVISION, 33RD FILING" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO

CITY CLERK _____

DATE _____

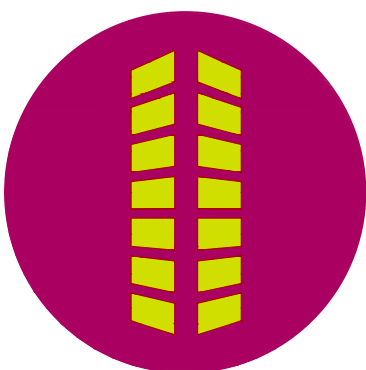
GENERAL NOTES

- 1) FIELD WORK WAS COMPLETED ON: FEBRUARY 24, 2021.
- 2) BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF "PARCEL B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT, RECORDED AT RECEPTION NO. 1675959 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128."
- 3) PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08101C0511D, HAVING A REVISION DATE OF AUGUST 15, 2019, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- 4) ALL LINEAL MEASUREMENTS SHOWN ARE GRID DISTANCES AND U.S. SURVEY FEET. THE COMBINATION FACTOR FOR THIS PLAT IS 1.0002451957.
- 5) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- 6) THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT. TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY FIDELITY NATIONAL TITLE, FILE NO. 100-N0028717-010-T02, AMENDMENT NO. 2, WITH A COMMITMENT DATE OF JANUARY 13, 2021.
- 7) PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SUBDIVISION IMPROVEMENTS AGREEMENTS RECORDED NOVEMBER 8, 1983 AT BOOK 2175 AT PAGE 812, AND DECEMBER 18, 1985 AT BOOK 2270 AT PAGE 683.
- 8) PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT RECORDED DECEMBER 20, 1985 AT BOOK 2271 AT PAGE 173.
- 9) PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AS SET FORTH IN THE DEED RECORDED APRIL 13, 1995 AT BOOK 2796 AT PAGE 881.
- 10) THE PUBLIC ACCESS EASEMENTS SHOWN HEREON PROVIDE ACCESS TO THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, UNIVERSITY PARK SUBDIVISION 31ST FILING. REFER TO THE CROSS-LOT ACCESS AGREEMENT RECORDED IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. _____

SURVEYOR'S CERTIFICATE

I, BRIAN J. DENNIS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.



UNIVERSITY PARK SUBDIVISION,
33RD FILING

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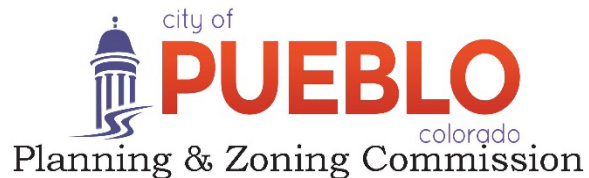
#	Date	Issue / Description	Init.
1	11.10.2021	ADDRESS CLIENT COMMENTS	JGH
2	04.15.2022	ADDRESS CITY COMMENTS	JGH
3	10.04.2022	RESUBMITTAL	JGH
4	01.24.2023	ADDRESS CITY COMMENTS	JGH
5	03.15.2023	ADDRESS CITY COMMENTS	JGH
6			
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20			

Project No:	ECU000020.10
Drawn By:	JGH
Checked By:	BJD
Date:	07.28.2021

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, April 12, 2023 – 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

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to the City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

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; Cindy Capritta, Land Use Technician, Bart Mikitowicz, Sr. Planner.

3. S-21-13 *Cont'd from March 8, 2023*

Subdivision: University Park Subdivision, 33rd Filing re-subdivision of 2.29 acres into one commercial lot. Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy onramp, westbound. Staff report by Bart Mikitowicz, Senior Planner.

Principal Bart Mikitowicz provided Staff Report.

Public Hearing: Applicant, Aaron McLean spoke in favor of the application and answered questions from the Board.

Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi.

Motion Passed: 7-0.

Approval of the March 8, 2023 Minutes: Bailey moved to approve the minutes. Seconded by Aznar.

Meeting Adjourned: 4:40 p.m.



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-23-03 Vacation within University Park Subdivision, 30th Filing
S-21-13 University Park Subdivision, 33rd Filing

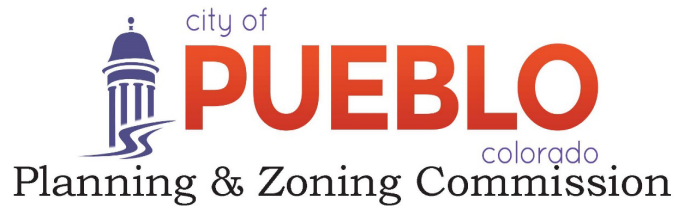
DATE: May 8, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-21-13

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: April 12, 2023

SUBJECT: University Park Subdivision 33rd Filing

APPLICANT: Aaron Mclean, Galloway

PROPERTY OWNER: Jeff Wilkins, Ent Federal Credit Union

LOCATION: Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp, westbound.

EXISTING ZONE: Highway and Arterial Business (B-3) Zone District

CONCURRENT REQUESTS: V-23-03 University Park Subdivision, 30th Filing, 40-foot Utility, Drainage, Ingress and Egress Easement Vacation.

REQUEST:

The applicant is requesting to re-subdivide Parcel B, of the Rearrangement of Property Boundaries, Amended, of University Park Subdivision, 30th Filing into Lot 1, Block 1, University Park Subdivision, 33rd Filing. Total area of subdivision is 2.29 acres.

STAFF REVIEW AND FINDINGS:

The proposed subdivision is located east of Fountain Creek, west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp West Bound. The subject property was originally subdivided in 1983, University Park Subdivision 30th Filing. The 30th filing was later amended in 1985, establishing a utility easement in the northeast corner of Lot 1, and drainage easements along the southern property line of Lot 1 and northern property line of Lot 2. In 1993, a Rearrangement of Property Boundaries, for Lots 1 and 2 was approved. The rearrangement moved the southern property line of Lot 2 further south and created Parcels A and B.

The proposed, University Park Subdivision 33rd Filing, will re-subdivide Parcel B into Lot 1, Block 1, and create an access easement running west along the northern property line, south along the western property line, and east along the southern property line to provide access to Lots 1 and 3, Block 1, University Park Subdivision 31st Filing. The new access easement will facilitate vacation of the existing Utility, Drainage, Ingress and Egress Easement Vacation, that runs perpendicular through the existing Parcel B, decreasing the developable area of the parcel. The newly subdivided lot will be marketed for commercial development.

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:	Not applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, April 5, 2023.
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.)	None

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS
CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved and vegetated with native grasses.

❑ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District; Loaf 'N Jug, Riverside Bar & Grill, Green Spa
East	B-3, Highway and Arterial Business District; Romero Insurance Agency, InBank University Park, Kuan's Kitchen
South	S-1, Government Use District, Cesar Chavez Blvd.
West	R-2, Single-family Residential Zone District; unimproved land..

❑ **Comprehensive Plan Compliance:**

The project site is designated by the Pueblo Regional Comprehensive Plan as "Commercial Mixed Use." According to the plan, Commercial Mixed Use areas are characterized by a mix of commercial, employment, and service oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment is encouraged to reduce surface parking, revitalize underutilized areas. While most existing Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged. These auto-oriented corridors should prioritize the safety and comfort of all road users and transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit.

The University Park 33rd Filing is in compliance with the designated future land for this area. The subdivision will create new auto-oriented service uses and infill development.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

❑ **Minimum lot size and width:**

The proposed Lot 1 is 99,755 sqft and meet the B-3 minimum of 5,000 sqft

The proposed Lot 1 has 349 ft of frontage and meets the B-3 minimum width of 50 ft.

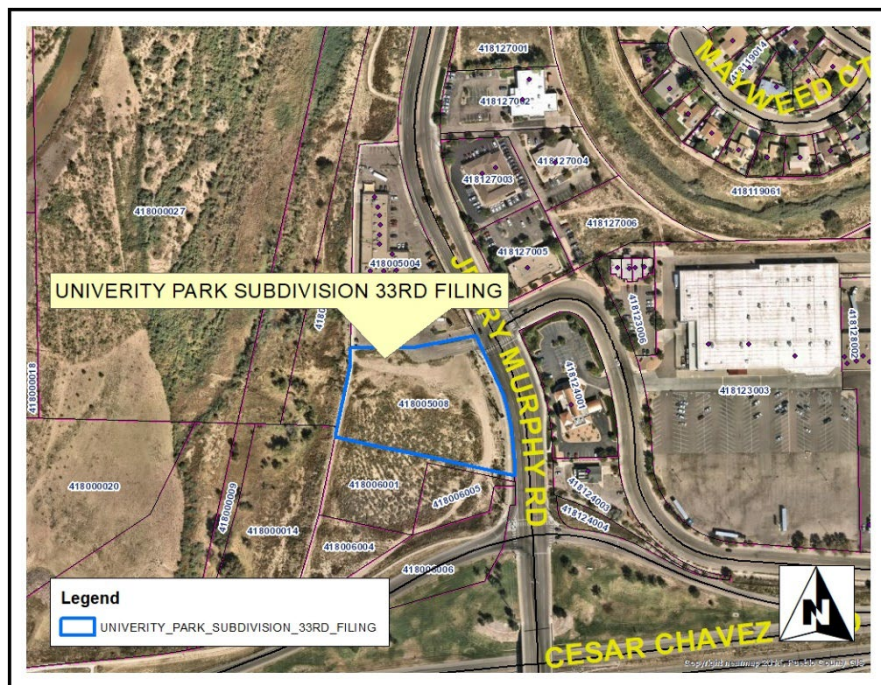
REFERRAL AGENCIES AND COMMENTS:

- City Public Works - No Comment.
- City Transportation - No Comment.
- City Law Department - No Comment.
- Pueblo Regional Building Department - No Comment.
- City Fire Department-No Comment
- Pueblo Board of Water Works- Please see the attached letter from Steve Anselmo, P.E., Engineering Manager BOWW, February 8, 2023.
- City Wastewater - Comments included in the subdivision conditions.
- 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 - Please see the attached letter from Michelle Regalado, CDOT R2 Assistant Access Manager, January 27, 2023.

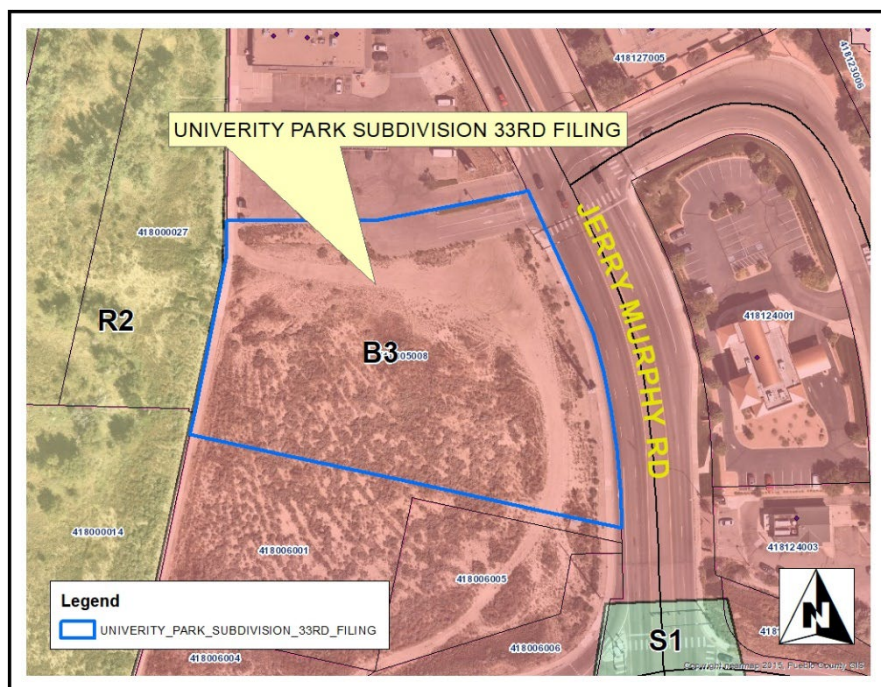
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo April 4, 2023
- F. Subdivision Application
- G. Board of Waterworks Memo
- H. CDOT Letter
- I. Plat

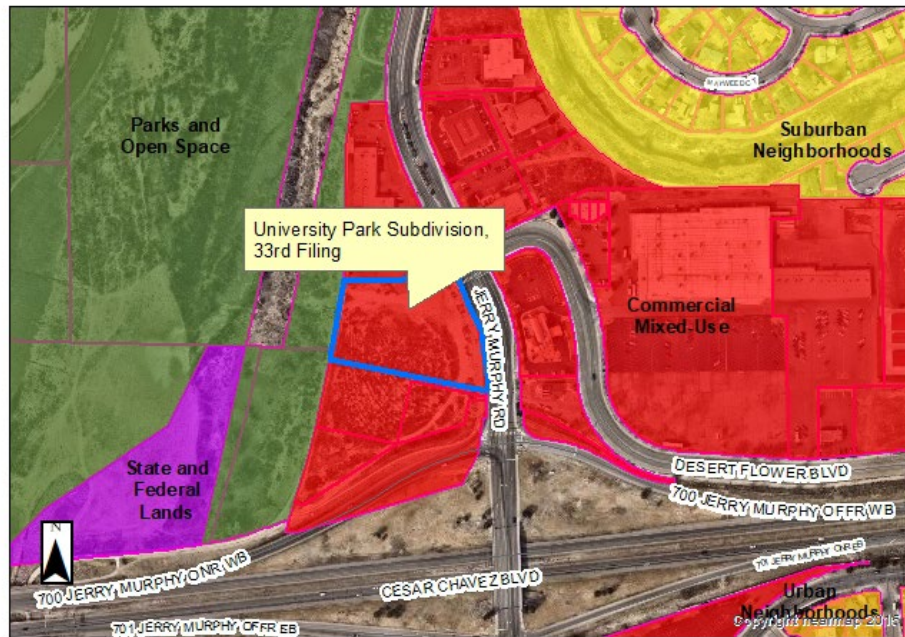
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan



Attachment D. Site Photos



Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: April 4, 2022

Subject: S-21-13 University Park Subdivision, 33rd Filing
V-23-03 University Park Subdivision, 30th Filing, Easement Vacation

S-21-13 University Park Subdivision, 33rd Filing: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	No improvement plans will be required, the City will require a utility plan with proposed sewer and water location prior to recording the plat.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	None

V-23-03 University Park Subdivision, 30th Filing Easement Vacation: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation of **APPROVAL** to City Council, once the following conditions have been satisfied:

1. Amend the vacation plat title to read, "University Park Subdivision 30th Filing, Easement Vacation."
2. Amend the Easement legal description according to the redlines provided by Joe Martellaro, Associate Engineer, II.
3. Remove the Property Description from the plat.
4. Amend the plat reference to the legal description of the lots located south of the vacation, the plat should state, "Lots 1 and 3, Block 1, University Park 31st, Filing."

Attachment F. Subdivision Application

Case No. _____

SUBDIVISION APPLICATION**Attachments: Subdivision Submittal Checklist - Part I** ☐**Subdivision Submittal Checklist - Part II** ☐

DATE OF APPLICATION: December 9, 2021		
SUBDIVISION NAME: University Park Subdivision, 33rd Filings		
PROPERTY OWNER: Ent (Federal) Credit Union		
ADDRESS: 11550 Ent Parkway; Colorado Springs, CO 80921		
TELEPHONE: 719-550-6795	FAX:	E-MAIL: jwilkins@ent.com
SUBDIVIDER (if different than property owner):		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
ENGINEERING FIRM: Galloway & Company, Inc		
ADDRESS: 6162 S Willow Drive, Suite 320; Greenwood Village, CO 80111		
TELEPHONE: 303-770-8884	FAX: 303-770-3636	E-MAIL: aaronmclean@gallowayus.com
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE: Jenny Romano, PE		P.E. # 44401
SURVEYING FIRM: Galloway & Company, Inc		
ADDRESS: 1155 Kelly Johnson Blvd., Suite 305; Colorado Springs, CO 80920		
TELEPHONE: 719-900-7220	FAX:	E-MAIL: briandennis@gallowayus.com
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: Brian J. Dennis; on behalf of Galloway & Company, Inc.		P.L.S. # 30869

A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.

If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.


Property Owner/Agent

DPW 123 11/02

Attachment G. Board of Water Works Memo



P.O. Box 400 - Pueblo, Colorado 81002-0400 - 719/584-0250 • www.pueblowater.org

Bart Mikitowicz
Planner
211 East D Street
Pueblo, Colorado 81003

February 8, 2023

RE: S-21-13 University Park 33rd

Dear Bart

Pueblo Water has reviewed the 4th submittal for said development and has the following comments.

1. Per Pueblo Water Rules and Regulations, a main extension would be required from the existing stub-in at the North Property Line to extend West. At this time, an extension will not be required. However, at time of commercial development an extension may be required to facilitate water service.
2. Pueblo Water has no other comment on subdivision.

If you have any questions, please feel free to give me a call at 719-584-0439.

Regards,

Steve Anselmo, P.E.
Engineering Manager
Pueblo Water

Copy: S. Burbidge, K. Garnett

Attachment H. CDOT Letter



COLORADO **Department of Transportation**

Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

January 27, 2023

SH 47
Pueblo

City of Pueblo
Bart I Mikitowicz, Planner
211 E "D" St
Pueblo, CO 81003

RE: S-21-13 University Park Subdivision 33rd Filing - 4th Submittal

Dear Mr. Mikitowicz,

I am in receipt of a referral request for comment for University Park Subdivision 33rd Filing - 4th Submittal on or near SH 47 and Jerry Murphy Road. The subdivision plat is to combine existing parcels and vacate existing easements. This site is currently vacant land on 2.29 acres. The proposed land is located in the NW ¼ of Sec 18, T 20S, R 64 W, of the 6th PM in the Cit of Pueblo, County of Pueblo, state of Colorado. The property has the tax schedule No. 418005008 and is currently owned by ENT Federal Credit Union. After review of documentation we have the following comments:

Traffic

- Traffic Memo Study is requested to be reviewed by a CDOT Traffic Engineer once development or change in use has been determined.

Hydraulics

- A Drainage Study is requested to be reviewed by a CDOT Hydraulics Engineer once development or change in use has been determined.

Access

- Approval for subdivision or vacation will not affect CDOT infrastructure at this time.
- No direct access to this property will be allowed from SH 47, access shall come from Jerry Murphy Road existing 60-foot access easement.

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.



UNIVERSITY PARK SUBDIVISION, 33RD FILING

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CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

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KNOW ALL MEN BY THESE PRESENTS: THAT ENT FEDERAL CREDIT UNION, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THAT LAND DESCRIBED AS PARCEL "C", LOT LINE REARRANGEMENT, RECORDED AT RECEPTION NO. _____ OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.29 ACRES OF LAND, MORE OR LESS.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO A LOT AND BLOCK AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR ACCESS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "UNIVERSITY PARK SUBDIVISION, 33RD FILING".

ALL ACCESS EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

OWNER

ENT FEDERAL CREDIT UNION

SIGNATURE _____

DATE _____

PRINT NAME _____

STATE OF COLORADO)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____
DAY OF _____, 20____ A.D.

BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

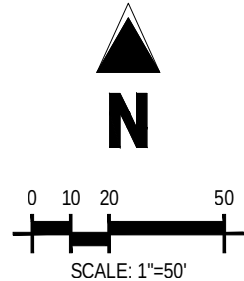
NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

LEGEND

- FOUND: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069" UNLESS OTHERWISE NOTED
- SET: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069"

POINT	GRID COORDINATES	GROUND COORDINATES	LAT/LONG
A	N 1599393.121 E 3258219.612	N 1599785.285 E 3259018.513	N 38°18'33.38" W 104°36'00.32"
B	N 1599604.475 E 3258255.713	N 1599996.691 E 3259054.623	N 38°18'35.76" W 104°35'59.84"
C	N 1599634.004 E 3258552.072	N 1600026.227 E 3259351.055	N 38°18'36.03" W 104°35'56.12"
D	N 1599301.855 E 3258645.160	N 1599693.997 E 3259444.166	N 38°18'32.73" W 104°35'54.99"



IMPROVEMENT CERTIFICATION

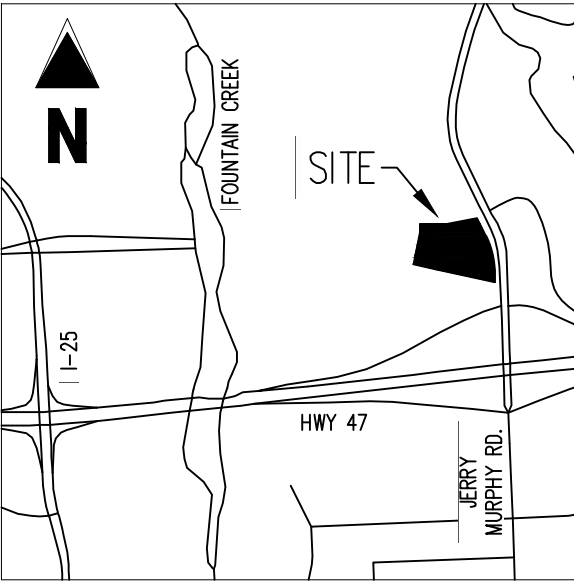
THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7 (J) (1) AND SECTION 12-4-5(B) OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DIRECTOR OF PUBLIC WORKS _____

DATE _____

NOTICE

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH ROADS AND OTHER PARK 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 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.



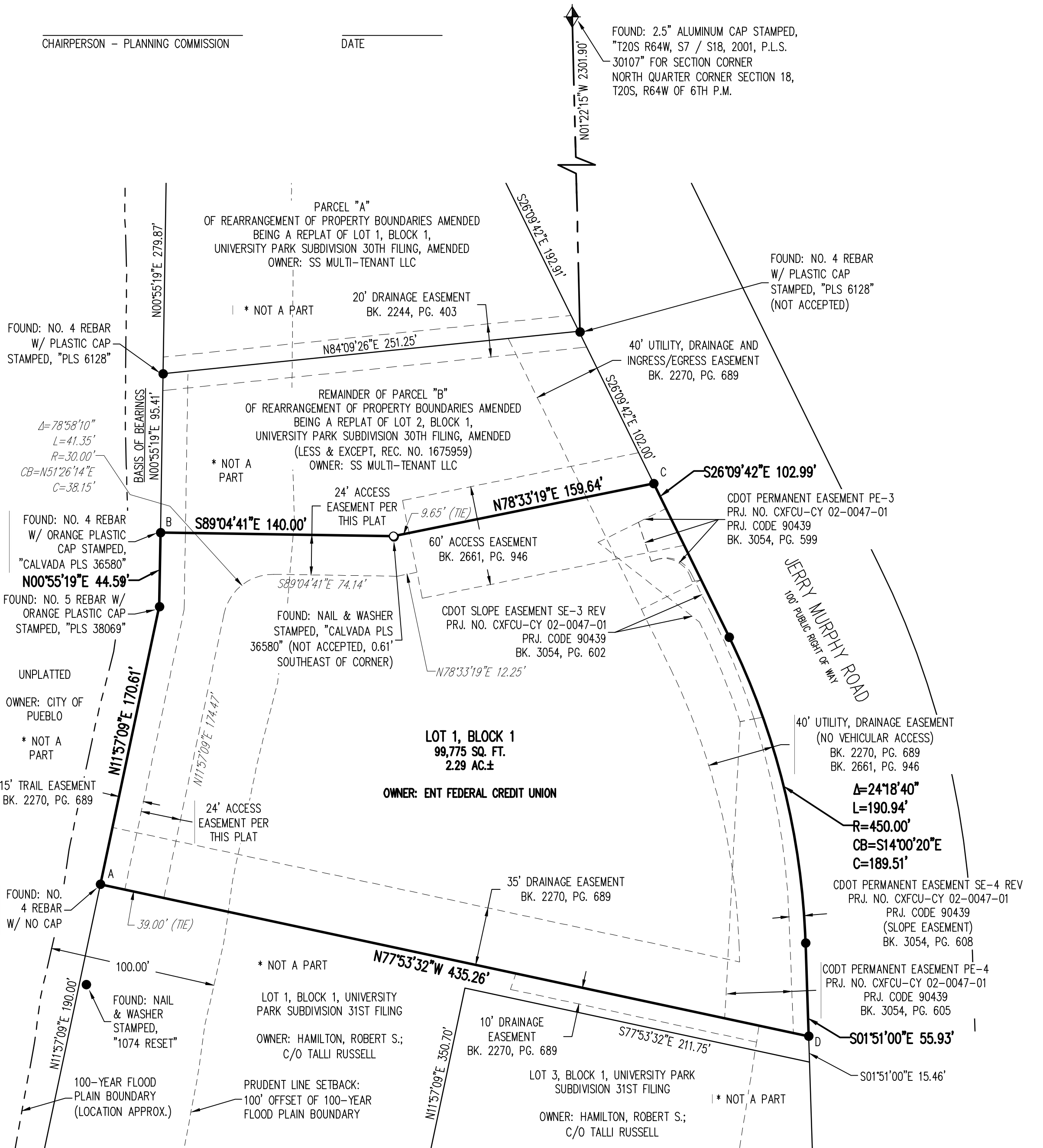
VICINITY MAP
NOT TO SCALE

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 THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF "UNIVERSITY PARK SUBDIVISION, 33RD FILING" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO

CITY CLERK _____

DATE _____

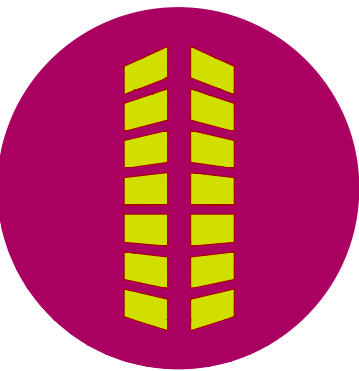
GENERAL NOTES

- FIELD WORK WAS COMPLETED ON: FEBRUARY 24, 2021.
- BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF "PARCEL B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT, RECORDED AT RECEPTION NO. 1675959 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128."
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08101C0511D, HAVING A REVISION DATE OF AUGUST 15, 2019, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- ALL LINEAL MEASUREMENTS SHOWN ARE GRID DISTANCES AND U.S. SURVEY FEET. THE COMBINATION FACTOR FOR THIS PLAT IS 1.0002451957.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT. TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY FIDELITY NATIONAL TITLE, FILE NO. 100-N0028717-010-T02, AMENDMENT NO. 2, WITH A COMMITMENT DATE OF JANUARY 13, 2021.
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SUBDIVISION IMPROVEMENTS AGREEMENTS RECORDED NOVEMBER 8, 1983 AT BOOK 2175 AT PAGE 812, AND DECEMBER 18, 1985 AT BOOK 2270 AT PAGE 683.
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT RECORDED DECEMBER 20, 1985 AT BOOK 2271 AT PAGE 173.
- PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AS SET FORTH IN THE DEED RECORDED APRIL 13, 1995 AT BOOK 2796 AT PAGE 881.
- THE PUBLIC ACCESS EASEMENTS SHOWN HEREON PROVIDE ACCESS TO THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, UNIVERSITY PARK SUBDIVISION 31ST FILING. REFER TO THE CROSS-LOT ACCESS AGREEMENT RECORDED IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. _____

SURVEYOR'S CERTIFICATE

I, BRIAN J. DENNIS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.



UNIVERSITY PARK SUBDIVISION,
33RD FILING

A PART OF PARCEL B, REARRANGEMENT OF
PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	11.10.2021	ADDRESS CLIENT COMMENTS	JGH
2	04.15.2022	ADDRESS CITY COMMENTS	JGH
3	10.04.2022	RESUBMITTAL	JGH
4	01.24.2023	ADDRESS CITY COMMENTS	JGH
5	03.15.2023	ADDRESS CITY COMMENTS	JGH
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Project No:	ECU0000020.10
Drawn By:	JGH
Checked By:	BJD
Date:	07.28.2021

February 16, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Aaron McLean, for Galloway and Company, Inc.** for approval of the following application:

S-21-13 Subdivision: University Park Subdivision, Filing No. 33, re-subdivision of 2.29 acres into one commercial lot. Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp, westbound.

The Planning and Zoning Commission meeting will be held on March 8, 2023, 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=WUdnaHVGBnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). 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
Bart Mikitowicz, Sr. Planner
(719) 553-2321

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Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Sr. Planner
(719) 553-2321

CASE NUMBER: S-21-13

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 ENT Credit Union – Jerry Murphy Subdivision 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.

February 16, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
SS MULTI-TENANT LLC	1202 BERGEN PKWY STE 303	EVERGREEN	CO	80439-9559
WIVES CLUB LLC	3009 COUNTRY CLUB DR	PUEBLO	CO	81008-1204
SNOWMASS VENTURE LLC	320 S SNOWMASS CIR	SUPERIOR	CO	80027-6117
GANESH JAI TRUST	3833 AUGUSTA LN	PUEBLO	CO	81001-4920
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745
DEPARTMENT OF TRANSPORTATION	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO	CO	80920-6517
LEGACY BANK ATTN: VICKI SMITH	730 DESERT FLOWER BLVD	PUEBLO	CO	81001-1143
CITY OF PUEBLO A MUNICIPAL	CO PO BOX 1427	PUEBLO	CO	81002-1427
HAMILTON ROBERT S + C/O TALLI	PO BOX 38429	COLORADO	CO	80937-8429



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: AN ORDINANCE APPROVING A WATER MAIN EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS FOR PUEBLO, COLORADO FOR THE EXTENSION OF WATER MAINS IN W. 18TH STREET AND NEWPORT AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This proposed ordinance will approve a water main extension agreement between the Board of Water Works and the City of Pueblo related to the extension of water mains in W. 18th Street associated with the ongoing road construction project at that location.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City is currently constructing a two-block segment of W. 18th Street, including the installation of water, sanitary sewer, and stormwater utility infrastructure between Perry Avenue and Sun Mountain Boulevard. The Board of Water Works requires builders to enter into agreements related to the extension of water mains in its water distribution system. The attached agreement generally describes the mains to be installed and their location, references required standards for construction and installation, and requires compliance with Board of Water Works rules and regulations related to the delivery of water service. This Ordinance will approve the agreement and authorize the Mayor to execute the agreement on behalf of the City.

FINANCIAL IMPLICATIONS:

Under the proposed agreement, the City will not incur any additional costs related to the establishment of water services in the area. The scope of work and approved

budget for the road construction project already include sufficient funding for required utility construction activities.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will preclude the City of Pueblo from being able to complete the installation of water utilities associated with the road construction project on W. 18th Street.

RECOMMENDATION:

Recommend approval of this Ordinance.

ATTACHMENTS:

1. 235109 AWME DEV (City of Pueblo)

ORDINANCE NO.

AN ORDINANCE APPROVING A WATER MAIN EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS FOR PUEBLO, COLORADO FOR THE EXTENSION OF WATER MAINS IN W. 18TH STREET AND NEWPORT AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Agreement between the City of Pueblo, a Municipal Corporation, and the Board of Water Works of Pueblo, Colorado, relating to the extension of water mains, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

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 WATER MAIN EXTENSION
DEVELOPER INSTALLED
NON-ASSESSABLE**

THIS AGREEMENT entered into this _____ day of _____, 2023, by and between THE BOARD OF WATER WORKS OF PUEBLO, COLORADO; hereinafter called "PUEBLO WATER" and the City of Pueblo, a Municipal Corporation, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER desires the extension of the water mains of PUEBLO WATER, as hereinafter described, and

WHEREAS, PUEBLO WATER is willing to supply water to the DEVELOPER pursuant to PUEBLO WATER'S Rules and Regulations:

NOW, THEREFORE, this Agreement

WITNESSETH

FIRST: The DEVELOPER agrees to install or cause to have installed main(s) by a Contractor who has been pre-qualified by Pueblo Water, in accordance with PUEBLO WATER specifications and under PUEBLO WATER inspection, described and located in the 3000 block of W. 18th St as follows:

- 8" PVC Main beginning at the exiting 8" PVC Main in the intersection of W. 18th St and Perry Avenue, thence extending easterly in W. 18th Street approximately 830 feet to the existing 8" PVC Main west of Spaulding Avenue.
- 8" PVC Main beginning at the proposed 8" PVC Main in W. 18th St and Newport Avenue, thence extending northerly in Newport Avenue approximately 187 feet.
- 8" PVC Main beginning at the proposed 8" PVC Main in W. 18th St and Newport Avenue, thence extending southerly in Newport Avenue approximately 167 feet.

SECOND: The legal description of the property to be served by the main(s) including all property abutting the main(s), is as follows:

(Designate property owned by DEVELOPER and property owned by OTHERS.)

DEVELOPER:

None.

OTHERS:

Lots 21-40	Block 29	Chamberlin's Subdivision
Lots 21-34	Block 30	Chamberlin's Subdivision
Lots 1-20	Block 39	Chamberlin's Subdivision
Lots 1-14	Block 40	Chamberlin's Subdivision

THIRD: The DEVELOPER'S cost of main installation shall be in accordance with "WATER MAIN EXTENSIONS-UNIT COST" as defined in PUEBLO WATER'S Rules and Regulations. THE WATER MAIN(S) SHALL NOT BE PLACED IN SERVICE UNTIL ANY MONIES DUE THE BOARD SHALL BE PAID TO THE BOARD.

FOURTH: The absolute ownership of the water main(s) installed pursuant to this contract shall at all times be and remain in the BOARD OF WATER WORKS OF PUEBLO, or its assigns.

FIFTH: All water service provided to DEVELOPER or others shall be provided subject to PUEBLO WATER'S Rules and Regulations and to PUEBLO WATER'S rates as such rules, regulations and rates may be from time to time adopted, revised or changed by PUEBLO WATER, and the execution of the Agreement shall not entitle the DEVELOPER or any other person to water service on any terms or conditions other than those specified in PUEBLO WATER'S rules, regulations and rate schedules as such rules, regulations and rates may from time to time be adopted, revised or changed by PUEBLO WATER.

SIXTH: Notwithstanding any provision of this Agreement to the contrary, PUEBLO WATER's obligations under that Settlement Agreement dated July 22, 2002 between the DEVELOPER and PUEBLO WATER, including obligations under paragraph 4 with respect to fire hydrants, shall not be waived, amended or modified by this Agreement and shall be applicable to the water mains constructed by DEVELOPER.

SEVENTH: This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties.

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

BOARD OF WATER WORKS OF PUEBLO, COLORADO

Matthew C. Trujillo, Director of Operations

Witness

CITY OF PUEBLO, A MUNICIPAL CORPORATION

Nicholas A. Gradisar, Mayor

Witness

City of Pueblo
Nicholas A. Gradisar, Mayor
1 City Hall Place
Pueblo, Colorado 81003

235109AWME



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE AMENDING SECTION 4 OF CHAPTER 2 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO BRING CABARET LICENSE APPLICATION REQUIREMENTS IN LINE WITH STANDARD LIQUOR LICENSE APPLICATION REQUIREMENTS

SUMMARY:

Attached is an Ordinance amending Section 9-2-4 of the Pueblo Municipal Code to remove the community review requirement for Cabaret Licenses, and to review only the neighborhood requirement in accordance with the Colorado Liquor Code.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The current Cabaret License ordinance requires that the City of Pueblo's Liquor and Beer Licensing Board consider both the "reasonable requirements of the neighborhood and the desires of neighborhood residents" and the "reasonable requirements of the community and the desires of community residents" when issuing a Cabaret License. The neighborhood requirement is to be considered pursuant to the Colorado Liquor Code for liquor licensing purposes, and was incorporated into the cabaret provisions because cabaret licenses are always only paired with a liquor license. The community language appears to date back to the original enactment of the code in 1957 and is now mostly redundant. It may also be interpreted in a variety of ways, which could place burdensome requirements on applicants. For example, the "community" could be considered all of Pueblo, in which case the applicant would have to present evidence that the entire city desires the establishment. Removing the community language will make the ordinance consistent with liquor law while removing potential issues. There is also a slight change to the code section to highlight the types of evidence declared suitable by the Colorado Liquor Code.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council can choose not to approve the ordinance, leaving the community requirement for Cabaret Licenses.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4 OF CHAPTER 2 OF
TITLE IX OF THE PUEBLO MUNICIPAL CODE TO BRING
CABARET LICENSE APPLICATION REQUIREMENTS IN LINE
WITH STANDARD LIQUOR LICENSE APPLICATION
REQUIREMENTS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 4 of Chapter 2 of Title IX of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-2-4. - Application; hearing; fees; rules.

- (a) Applications for original issuance or transfer of ownership or location of cabaret licenses shall be filed in triplicate with the City Clerk on forms which shall contain such information as the Board may require. The Board shall schedule a public hearing on each application not less than thirty (30) days from the date of filing and shall give public notice of such hearing both by publication pursuant to Section 1-7-6 of this Code and by posting notice on the premises pursuant to the procedure set out in Section 44-3-311, C.R.S. At least ten (10) days prior to the date of hearing, on any application for original issuance or transfer of location of a cabaret license, the applicant shall serve copies of the notice of hearing on all owners, lessees, and adult occupants of all private property within five hundred (500) feet of the proposed cabaret premises. Such notice shall be given in a form approved by the Board and in the manner provided by Section 1-1-11 of this Code, except that notice shall be issued and served and proof of service shall be filed by the applicant or his or her agent rather than by the City. The distance referred to above is to be computed by measurement along the shortest straight line between any neighboring property line and any exterior wall of the proposed licensed premises.
- (b) The public hearing shall be conducted as a quasi-judicial hearing under procedures set out in Chapter 7 of Title I of this Code. In determining whether to grant or deny an application for original issuance or transfer of location of a cabaret license, the Board shall consider the moral character of the applicant, reasonable requirements of the neighborhood and the desires of neighborhood residents for cabaret licensed premises as evidenced by petitions or testimony **petitions, remonstrances, or otherwise**, the number of cabarets located in or near the neighborhood, [the reasonable requirements of the community and the desires of community residents for cabaret licensed premises as evidenced by petitions or testimony,] and the probable effect of issuance of the license on the public health, safety, and morals of the community.

- (c) The annual fee for original issuance, renewal, or transfer of location or ownership of a cabaret license shall be two hundred dollars (\$200.00). Applications for original issuance or transfer of location or ownership of a cabaret license shall also be accompanied by a processing fee of one hundred dollars (\$100.00). Cabaret licenses shall expire one (1) year from date of issuance unless sooner renewed. Applications for renewal of existing licenses shall be filed with the City Clerk not later than forty-five (45) days before the date of license expiration. The Board may hold a public hearing on any renewal application.
- (d) Ownership of cabaret licenses shall not be transferable except with prior approval of the Board after public hearing. In determining whether to permit the transfer of ownership, the Board shall consider only the moral character of the transferee applicant. If such transfer is approved, the transferee shall pay the full annual fee and shall be issued a new license.
- (e) The Board is hereby authorized to establish rules and regulations to implement the provisions of this Chapter.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Haley Robinson, Director of Public Affairs

SUBJECT: AN ORDINANCE APPROVING A PUEBLO MURAL LEVEE PROJECT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DESIREE TALMICH AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Pueblo Mural Levee Project Agreement with Desiree Talmich in the amount of \$5,000 to perform a winning mural upon the Pueblo Levee.

PREVIOUS COUNCIL ACTION:

Work Session presentation from Haley Sue Robinson and Cynthia Ramu with Pueblo Levee Mural Project on February 21, 2023.

BACKGROUND:

The City of Pueblo hosted a "call for artists" in fall of 2022 for a Pueblo Levee Mural Project design with the theme of five flags. The theme for the submission includes the five flags which are part of the City Seal with representation of the five territories or countries that held dominion over Pueblo in the last two centuries. The five flags include France, Mexico, Texas, Spain and of course the United States of America. The designs should tell a visual story of the history of Pueblo and represent the community of the city without recreating the official City Seal.

Submissions for entry into the mural design contest were due by Friday, Nov. 18. The horizontal format is 24 ft. high by 48-60 ft. wide for painted scale on the levee. All submissions were then evaluated by the Art Review Committee and the final approval of artwork was given by the Pueblo Conservancy District. No logos, religious depictions or trademarked designs shall be included in the design. All artwork must be original to the artist submitting the mural design.

Once submissions were completed, the Pueblo Levee Mural Project Coordinator Cynthia Ramu presented the top five designs before Pueblo City Council. It was then

determined all of the top five designs would be voted up by the public in order to pick the top artist and mural design. This voting process took place online through the City of Pueblo website www.pueblo.us and through promotion on the social media channels of Twitter, Facebook and Instagram with the use of a Survey Monkey link for the public to cast their vote.

Desiree Tamich, had the winning mural design voted for by the public of Pueblo. The contract with the City of Pueblo and Desiree Tamich allows for the transfer of the design in order to carry out the levee mural painting and for the design to be owned by the City of Pueblo.

The winning artist will receive a \$1,000 stipend and the City of Pueblo will cover the cost up to \$4,000 of the mural painting project with supplies and production.

FINANCIAL IMPLICATIONS:

\$2,500 from City Council contingency and \$2,500 from Mayor's contingency

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

All submissions were then evaluated by the Art Review Committee and the final approval of artwork was given by the Pueblo Conservancy District.

ALTERNATIVES:

Not approve the ordinance in which case the mural project by this artist would not go forward.

RECOMMENDATION:

Administration recommends approval of this ordinance.

ATTACHMENTS:

1. City of Pueblo # 1
2. Levee Mural Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A PUEBLO MURAL LEVEE PROJECT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DESIREE TALMICH AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Pueblo Mural Levee Project Agreement ("Agreement") between and the City of Pueblo, a municipal corporation, and Desiree Talmich 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 for this Agreement shall be paid from Project CI2321.

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 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 May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.

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

PUEBLO



PUEBLO MURAL LEVEE PROJECT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Pueblo, a municipal corporation (hereinafter referred to as “the City”), and _____ (hereinafter referred to as “Artist.”)

In consideration of the mutual covenants and obligations herein expressed, the parties agree as follows:

1. Scope of the Work. Artist shall satisfactorily perform the artistic services and provide the completed Artwork in accordance with design and placement approved by Pueblo Conservancy District, a district established under the Conservancy Law of Colorado (“Conservancy District), and the design submission which is attached hereto and labelled Exhibit 1 (“Artwork”). It will be Artist’s sole responsibility for obtaining any and all required permits and approvals required by the Conservancy District prior to placement of the Artwork.

2. Ownership of Works Created.

A. Assignment of Copyright. The Artist hereby assigns, transfers, and conveys to the City all right, title and interest in and to the Artwork together with the copyright therein and the right to secure copyright registration therefore, in accordance with Sections 101, 204, and 205 of Title 17 of the United States Code, the Copyright Law of the United States. This assignment, transfer and conveyance includes, without limitation, any and all features, sections, and components of the Artwork, any and all works derived therefrom, the United States and worldwide copyrights therein, and any renewals or extensions thereof, and any and all other rights that the Artist now has or to which the Artist may become entitled under existing or subsequently enacted federal, state, or foreign laws, including, but not limited to the following rights: to reproduce, publish, and display the Artwork publicly, to prepare derivative works of and from the Artwork, to combine the Artwork with other materials, and to otherwise exploit and control the use of the Artwork.

B. Rights under the Visual Artists’ Rights Act. To the extent the uses or removal of the Project under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists’ Rights Act, the Artist hereby knowingly waives any rights of preservation of the Artwork provided by those laws.

3. Agreement Sum. The City will pay Artist for the performance under this Agreement, the sum of Five Thousand Dollars (\$5,000.00) on the following schedule:

A. City will pay Artist \$1,000.00 for their design upon execution of this Agreement and Artist obtaining any and all required permits and approvals required by the Conservancy District

B. City will pay the Artist \$4,000.00 upon completion of the Artwork

C. No separate or additional payment shall be made to Artist for any amounts otherwise than as stated and notwithstanding whether such amounts are unanticipated expenses.

4. Termination for Convenience. The City may terminate this Agreement and Artist’s performance hereunder, at any time upon seven (7) days written notice to the Artist, either for cause or for

convenience. In such event, Artist shall cease all work and stop incurring expenses, if any, and the City will compensate Artist for all services performed to the date Artist receives the notice of termination, together with reasonable expenses then due, unless the parties agree otherwise in writing.

5. Assignment. Artist understands that the City enters into this Agreement based on the special abilities of Artist and that the City considers this Agreement to be an agreement for personal services. Accordingly, Artist must neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

6. Artist - Independent Agent and Release of Liability. The Artist performs all work under this Agreement as an independent agent and is not an agent of the City, nor are the Artist's Subcontractors or employees subagents of the City. Artist shall be solely and entirely responsible for its acts and the acts of its subcontractors, agents and employees. Artist hereby waives, and exempts, releases, and discharges the City of Pueblo, its officers, agents and its employees from, any and all claims, demands, and actions for any injury, loss, or damage, arising out of or in any way related to any and all work performed by Artist under this Agreement. Artist shall report to City and Conservancy District within 24 hours of any accident that may occur with respect to the performance of work at the levee.

7. Governing Law. This Agreement is governed by 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.

8. 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.

9. Signatures. The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

THE CITY OF PUEBLO, COLORADO,
A Municipal Corporation

BY: _____
Mayor

ATTEST:

City Clerk

ARTIST: _____

Signature

TO: City of Pueblo, Colorado (OWNER)
FROM: [REDACTED] (ARTIST)
PROJECT: [REDACTED]

- Signed this _____ day of _____, 2010.

[Artist's name]

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

Subscribed and sworn to before me this _____ day of _____, 2012, by:

Witness my hand and official seal.

My Commission Expires: _____

Notary Public



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO ULTIMATE PERFORMANCE SPORTS TRAINING AND REHAB IN THE AMOUNT OF \$2,000 TO SPONSOR THE YOUTH SCHOLARSHIP FUND

SUMMARY:

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Ultimate Performance Sports Training and Rehab.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Ultimate performance is a registered USA Wrestling, USA Track and Field and USA Boxing Club. We are dedicated to helping kids of all ages gain self-confidence and motivation through our amateur programs. Our training staff is full of knowledge and patience and will work tirelessly to make sure your kids get the motivation and drive they need to walk with their head up! We will take your kids and compete at whichever sport they are interested in. We also offer kickboxing, Muay Thai, Jui jitsu, MMA so if your kid is interested in working on other mixed martial arts they will have the choice to experiment!

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Ultimate Performance Sports Training and Rehab.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Ultimate Performance Sponsorship Request
2. 2023 Contingencies (Council) Ultimate Performance Sports Training and Rehab

RESOLUTION NO. 15252

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO ULTIMATE PERFORMANCE SPORTS TRAINING AND REHAB IN THE AMOUNT OF \$2,000 TO SPONSOR THE YOUTH SCHOLARSHIP FUND

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Ultimate Performance Sports Training and Rehab to sponsor the youth scholarship fund.

SECTION 2.

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

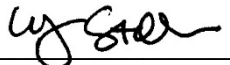
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: [Sarah Martinez](#)
To: [Alyssa Parga](#)
Cc: [Nick Gradisar](#)
Subject: Resolution for Ultimate Performance
Date: Wednesday, April 26, 2023 6:36:52 PM
Attachments: [Outlook-h5ukq33k.png](#)

Hi Alyssa,

Can we please get a resolution on an upcoming agenda to sponsor \$2,000 to Mr. James Casias, owner of Ultimate Performance Sports training and rehab as a scholarship fund for several youth to participate in his sports programs for the summer time? His email is JCCasias@aol.com.

Mayor, can you match Council's \$2,000?

Sarah Martinez

City Council, District 3

City of Pueblo

(Cell) 719-568-8033



[Choose Pueblo](#)

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Larry Atencio, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO GOODNIGHT BARN PRESERVATION, INC IN THE AMOUNT OF \$5,000 TO SPONSOR THE CHUCKWAGON RENDEZVOUS ON MAY 20, 2023 AT NOON AT THE GOODNIGHT BARN

SUMMARY:

Attached for consideration is a request for support of the Goodnight Barn Preservation in the amount of \$5,000 to sponsor the Chuckwagon Dinner event on Saturday, May 20, 2023. The Mayor will match this amount out of his contingencies.

PREVIOUS COUNCIL ACTION:

Council sponsored this event in 2022 for \$15,000, in 2017 for \$500, and 2020 for \$1,000.

BACKGROUND:

This year's event will be on May 20 with 7 beautifully restored antique chuck wagons from Arkansas, New Mexico and all over Colorado. The event will serve nearly 500 meals, and still have free admission for Barn Tours, historical re-enactors of the era and western vendors. Weather permitting, we will have a mother Longhorn and her new calf to showcase the importance of cattle to the Goodnight History. Also exciting, we will be hosting an executive producer of Firelight Productions, Inc, who creates the documentary series AMERICA: UNSUNG HEROES. It is a series about people who are dedicating their lives to preserving a vital part of American culture and/or bettering their community. The story will initially be posted on the "Our Human Planet" YouTube Channel and the best stories will then premiere on PBS. The producer is excited, as our event meets all their wishes as it is a living example of history, in many different aspects, with the wagons, the cooking, the re-enactors, the Ft Carson Mounted Color Guard, and the animals etc.

The funds raised will be used to build restroom facilities on the property with an interpretive center. Due to the historic significance of the Barn, these will be in a separate building matching the architectural appearance of buildings previously on the site. Having proper restroom facilities increases the use of the barn for expanded educational purposes, venues, meetings etc and will be a major step towards allowing the barn to be self-supporting. Our goal is to raise approximately \$250,000 so that we may apply for matching grants to meet the budget for the center. Your support of \$10,000 will accelerate our mission.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$5,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Goodnight Barn Preservation, Inc.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Larry Atencio.

ATTACHMENTS:

1. Chuckwagon CityAndCouncilLetter2023
2. Chuckwagon 2023PressReleaseonletterhead
3. 2023 chuck wagon rendezvousFINAL
4. 2023 Contingencies (Council) Goodnight Barn Chuckwagon

RESOLUTION NO. 15253

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO GOODNIGHT BARN PRESERVATION, INC IN THE AMOUNT OF \$5,000 TO SPONSOR THE CHUCKWAGON RENDEZVOUS ON MAY 20, 2023 AT NOON AT THE GOODNIGHT BARN

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$5,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Goodnight Barn Preservation, Inc. to sponsor the Chuckwagon Rendezvous event at on Saturday, May 20, 2023.

SECTION 2.

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

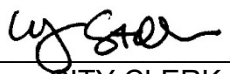
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



GOODNIGHT BARN HISTORIC PRESERVATION COMMITTEE

P.O. BOX 372 Pueblo, CO 81002 chuckwagon1866@comcast.net

Mayor Nicholas Gradisar
Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

April 28, 2023

Dear Mayor Gradisar and members of Pueblo City Council,

Last year's Inaugural Chuck Wagon Rendezvous at the Goodnight Barn was a big success! Thank you for your \$15,000 in support. The 6 visiting wagons were thrilled to be cooking and socializing with Pueblo around the former home of the creator of their chuck wagon passion, Charles Goodnight. We served over 350 meals and raised over \$34,000. We are working hard to educate Pueblo County on the who, what and where of the Goodnight Barn and its significance to Pueblo County's and early American history. With over 2,000 people attending the weekend last year, we are making strides.

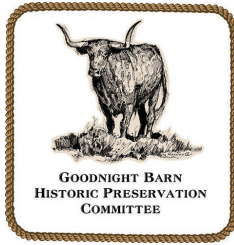
This year's event will be on May 20th. We will have 7 beautifully restored antique chuck wagons from Arkansas, New Mexico and all over Colorado. We will be serving nearly 500 meals, and still having free admission for Barn Tours, historical re-enactors of the era and western vendors. Weather permitting, we will have a mother Longhorn and her new calf to showcase the importance of cattle to the Goodnight History. Also exciting, we will be hosting an executive producer of Firelight Productions, Inc that creates the documentary series AMERICA: UNSUNG HEROES. It is a series about people who are dedicating their lives to preserving a vital part of American culture and/or bettering their community. The story will initially post on the "Our Human Planet" YouTube Channel and the best stories will then premiere on PBS. The producer is excited, as our event meets all their wishes as it is a living example of history, in many different aspects, with the wagons, the cooking, the re-enactors, the Ft Carson Mounted Color Guard, and the animals etc.

We are a volunteer committee of 3 putting on the event this year and are grateful for your continued support. The Goodnight Barn Preservation Committee is a 501-3c organization whose mission is to preserve and support the barn. The funds raised will be used to build restroom facilities on the property with an interpretive center. Due to the historic significance of the Barn, these will be in a separate building matching the architectural appearance of buildings previously on the site. Having proper restroom facilities increases the use of the barn for expanded educational purposes, venues, meetings etc and will be a major step for allowing the barn to be self-supporting. Our goal is to raise approximately \$250,000 so that we may apply for matching grants to meet the budget for the center. Your support of \$10,000 will accelerate our mission.

Please let us know any questions you have, and we are hopeful for your continued support.

Respectfully,

Goodnight Barn Chuck Wagon Rendezvous Committee
Bret Verna 719-250-3000 Sally Carter 719-250-3500 Verna Katie Bonham 719-924-4518



**2nd ANNUAL CHUCK WAGON RENDEZVOUS
AT THE GOODNIGHT BARN**

P.O. BOX 372 Pueblo, CO 81002 chuckwagon1866@comcast.net

FOR IMMEDIATE RELEASE

PUEBLO, CO., March 15, 2023 – Goodnight Barn, 5475 Colo Hwy 96, Pueblo CO

The Historic Charles Goodnight Barn will be the sight of an authentic Chuck Wagon Rendezvous Dinner on May 20, 2023. Roughly 10 restored antique chuck wagons will circle up and cook a limited number of meals as they did in the 1860's in cast iron skillets over campfire coals. Saturday Dinner tickets are \$40 per person and available on the website www.goodnightbarnpueblo.org or from any committee member including the Event Coordinator (contact information below), Pueblo Chamber of Commerce, Milberger Farms and BoJax Boutique(Formerly Tailored West). Gates open at noon and admission is free to tour the barn and antique chuck wagons and to chew the fat with the wagon cooks as they prepare the meal. Dinner will be served promptly at 2pm (pre-purchased ticket required)

Charles Goodnight created the chuck wagon in the 1860's for use on his cattle drives from Texas to Wyoming. The historic stone barn in Pueblo is the only remaining structure from his Rock Canyon Ranch just west of Pueblo, which was a stop on his drive, and a home for his family and cattle operation. Having the longest cattle drive in North America, his creation of the chuck wagon, to better feed his men on this drive, became a standard and icon of the times. Last year members from the American Chuck Wagon Association contacted the Goodnight Barn Committee and asked to have an informal Chuck Wagon event to celebrate the creator, the way of life and a bygone era. Having the newly preserved and architecturally significant barn as the backdrop is remarkable. This is planned as the 2nd annual event and will continue to grow each year.

The keynote event is the chuck wagon dinner Saturday at 2pm, cooked in cast iron kettles, over campfire coals by the cooks of the chuck wagons. It includes beef, potatoes, beans, biscuits, cobbler, and a drink. The dinner serves to assist the fundraising effort to build an education/interpretive center and proper bathrooms on the grounds to expand its public use.

Saturday gates open at noon with barn tours and presentations, walk back in history as you view the amazing wagons and their cooks & crew, visit with the re-enactors of the era including Zebulon & Clarissa Pike, Calvary soldier and others. Weather permitting a longhorn heifer and her calf will be grazing on the grounds. We will have live music during the afternoon. Vendors will be selling western and regional books, cast iron goods, CSU extension office, and more. A silent auction will occur in the barn. The Ft. Carson Mounted Color Guard will present colors shortly before the dinner at 2:00 pm.

Come re-live the history of the 1860's and enjoy a step back in time to a slower pace.

Contacts:

Sally Carter Verna – Event Coordinator 179-250-3500 chuckwagon1866@comcast.net

Katie Bonham – Event Coordinator 719-924-4518 chuckwagon1866@comcast.net

DINNER BELLS ARE RINGING FOR THE 2ND ANNUAL 2023 CHUCKWAGON RENDEZVOUS



AT THE 1870 CHARLES GOODNIGHT BARN
IT'S HAPPENING AGAIN WHERE IT ALL BEGAN IN 1866
SATURDAY MAY 20TH, 2023, GATES OPEN 12 NOON
5475 W State Hwy 96, Pueblo Co.

●●● FREE ADMISSION! ●●●

2PM DINNER

\$40 DONATION EACH PERSON
COME HUNGRY & GET READY
TO GO BACK IN TIME!

Enjoy beef, potatoes, beans,
biscuits, and campfire cobbler

Experience an authentic chuckwagon
cook's meal, prepared over the campfire
true to the 1860's!

**Limited number of presale
tickets for Dinner at 2pm**

CAN'T STAY FOR DINNER?

FREE admission to the public
to experience the history with
Goodnight Barn tours, period
actors, vendors, Western
music and visit with up to 10
chuckwagon cooks and wagon
masters in their camp.

1:45 PM - Watch the Ft Carson Mounted
Color Guard present the colors.

Dinner Tickets are available at:
www.chuckwagon1866.org

Checks made to Goodnight Barn,
P.O. Box 372, Pueblo, 81002

-Or-

Greater Pueblo Chamber of Commerce
302 S. Santa Fe, Pueblo, CO 81003
BoJax Boutique, Formerly Tailored West
327 South Union, Pueblo, CO 81003
Milberger Farms, 28570 E Hwy 50, 81008



SCAN ME



CHUCK WAGON RENDEZVOUS
— GOODNIGHT BARN, PUEBLO —

Questions/Contact: Email: chuckwagon1866@comcast.net

Website: chuckwagon1866.org

719-924-4518 or 719-250-3500

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO COLORADO YOUTH MARIACHI PROGRAM (CYMP) IN THE AMOUNT OF \$1,500 TO SPONSOR YOUTH ATTENDANCE OF THE MARIACHI LOS CAMPEROS WORKSHOP AT UCCS

SUMMARY:

Attached for consideration is a request for support of Mariachi Juvenil Diamante and the Colorado Youth Mariachi Program (CYMP) in the amount of \$1,500 to sponsor the Mariachi Los Camperos workshop at UCCS.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

It is a great honor for Pueblo's Mariachi Juvenil Diamante to introduce the Colorado Youth Mariachi Program (CYMP), a non-profit after-school music program based in Aurora Colorado. CYMP welcomes students of all backgrounds to experience a culturally enriching music program by offering quality music classes and lessons at affordable rates, sponsoring students to travel to state-wide workshops and providing low-cost instruments rentals. CYMP's mission is to inspire youth in the art of music making and mariachi culture.

Pueblo-based Mariachi Juvenil Diamante will participate in a workshop at UCCS, coordinated by CYMP and led by Mariachi los Camperos de Nati Cano is a Grammy Award-winning Los Angeles-based mariachi ensemble. They have performed in numerous venues throughout the US and Mexico including the Lincoln center, the Kennedy Center, Walt Disney Concert Hall, and the Getty Center. UCCS has donated their campus for the day and we have volunteers ready to help on the same day.

With your support, we hope to encourage music appreciation, and respect for traditional mariachi music in our students, their families and surrounding communities. Your gifts

ensure that our students have access to affordable, high-quality instruction from professional mariachi musicians, allowing them to continue developing their musical skills and fundamental life skills that are building blocks for success in many other areas of their lives.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Colorado Youth Mariachi Program (CYMP).

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Mariachi Juvenil Sponsorship Request
2. 2023 Contingencies (Council) - Mariachi Juvenil Diamante

RESOLUTION NO. 15254

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO COLORADO YOUTH MARIACHI PROGRAM (CYMP) IN THE AMOUNT OF \$1,500 TO SPONSOR YOUTH ATTENDANCE OF THE MARIACHI LOS CAMPEROS WORKSHOP AT UCCS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Colorado Youth Mariachi Program (CYMP) to sponsor the Mariachi Los Camperos workshop at UCCS.

SECTION 2.

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

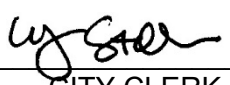
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Mariachi Juvenil Diamante

1621 E 19th St
Pueblo, Colorado 81001
(719) 778- 7901
Mariachidiamantepueblo@gmail.com

30th of March, 2023

Dear Pueblo City Council and Mayor,

Mariachi Juvenil Diamante in Pueblo has partnered with Colorado Youth Mariachi Program 501 C3 to host an all day workshop in Colorado Springs at UCCS with Mariachi Los Camperos.

Mariachi los Camperos de Nati Cano is a Grammy Award-winning Los Angeles-based mariachi ensemble. They have performed in numerous venues throughout the US and Mexico including the Lincoln center, the Kennedy Center, Walt Disney Concert Hall, and the Getty Center. The ensemble was one of four mariachis that collaborated on Linda Ronstadt's 1987 milestone album, *Canciones de mi Padre* and on Ronstadt's sequel album, *Mas Canciones* in 1992.

We believe in sharing the education of mariachi and we have invited students from all Colorado including Denver and its surrounding cities, Pueblo and Aspen at a price of \$40 per individual where they may participate in violin, trumpet, guitarron, armonia, voice or harp class. As well, students will receive a folder with music, supplies for the day, a snack and discounted ticket to a concert at the Pikes Peak Center with Mariachi Los Camperos. UCCS has donated their campus for the day and we have volunteers ready to help on the same day. We are asking for \$5000.00 to cover the cost to hire Mariachi Los Camperos and bring their knowledge to the youth of Colorado for the very first time. My students and I from Mariachi Juvenil Diamante would like to thank you for your consideration and your continued support of our art.

Thank you

David Benavidez





Colorado Youth Mariachi Program
6970 Olive St. Commerce City Co. 80022
720-469-9166

covouthmariachiprogram@gmail.com

Inspiring youth in the art of music making and mariachi culture.

Date

Organization

Name

Address

Dear Pueblo City Council and Mayor,

It is a great honor to introduce the Colorado Youth Mariachi Program (CYMP), a non-profit after school music program based in Aurora Colorado. CYMP welcomes students of all backgrounds to experience a culturally enriching music program by offering quality music classes and lessons at affordable rates, sponsoring students to travel to state-wide workshops and providing low cost instruments rentals. CYMP's mission is to inspire youth in the art of music making and mariachi culture.

We have identified you as a candidate for collaboration in our mission. On behalf of CYMP, I would like to invite you to join our cause as a sponsor for the mariachi workshop event. We are currently searching to cover \$7000.00 in expenses. The workshop is taking place at University of Colorado Colorado Springs campus on May 13th, 2022. We are expecting about 50 mariachi students in attendance. A monetary gift of \$5000.00 will help offset the expenses of this event and make it as accessible to as many students as possible.

With your support we hope to encourage music appreciation, and respect for traditional mariachi music in our students, their families and surrounding communities. Your gifts ensure that our students have access to affordable, high-quality instruction from professional mariachi musicians allowing them to continue developing their musical skills and fundamental life skills that are building blocks for success in many other areas of their lives.

To make donate, please send a check with the amount of your contributions to the Colorado Youth Mariachi Program at 6970 Olive St. Commerce City, Co. 80022. Checks should be made payable to Colorado Youth Mariachi Program. Contributions for the charitable purposes of Colorado Youth Mariachi Program are tax-deductible to the extent permitted by law.

We understand that monetary donations are not always possible. Please feel free to contact me to discuss other possible opportunities to get involved and to help make a difference in a student's musical education.

Thank you in advance for your generous support.

Sincerely,
Isahar Mendez-Flores
Executive Director
Colorado Youth Mariachi Program
IsaharCYMP@gmail.com
720-469-9166

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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 AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE MAXIMUM AMOUNT OF \$10,000 TO THE WELLMAN WAY LLC FOR RESEARCH ON FUTURE GOVERNANCE STRUCTURE TRANSITION OPTIONS FOR THE PUEBLO FOOD PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is a Resolution awarding an Agreement for Professional Services to The Wellman Way LLC for Governance Structure Research for the Pueblo Food Project and potential governance transitions.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The Pueblo Food Project (PFP) requested Proposals from qualified consultants to research and create a report to better understand the options for a governance structure change and pertaining to fiscal sponsorship, nonprofit 501(c)(3) status, B-Corp, and other fiscal options.

In partnership with Civic Canopy, Pueblo Food Project has been investigating governance structure options for PFP to transition to. Over the past year, research has been conducted to evaluate the top priorities that PFP should focus on to create the most sustainable future for PFP. One of these priorities is evaluating and changing our governance structure to fit the needs of the coalition.

Requested proposals include two phases of work. Phase one work is the only project bid out at this time. Phase two work is not guaranteed. However, PFP would like to work with a firm that can offer services for both phase one and phase two, should the

coalition make a decision to move forward with an organizational change.

FINANCIAL IMPLICATIONS:

Funding in the maximum amount of \$10,000 will be paid out of Project No. CI2216 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:

1. 05-22-23 The Wellman Way Agreement for Professional Services - Governance Structure - TDG

RESOLUTION NO. 15255

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE MAXIMUM AMOUNT OF \$10,000 TO THE WELLMAN WAY LLC FOR RESEARCH ON FUTURE GOVERNANCE STRUCTURE TRANSITION OPTIONS FOR THE PUEBLO FOOD PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for the Governance Structure Research for Pueblo Food Project's Future - Request for Proposal ("RFP") have been received and examined; and

WHEREAS, the proposal of The Wellman Way of Beulah, Colorado was the lowest of those bids determined to be responsive for the assessment, and the Committee of Awards recommends to the City Council that it authorize the Project Pueblo Food Project Governance Structure Research; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Governance Structure Research for Pueblo Food Project's Future to be performed and the agreement for said project is hereby awarded to The Wellman Way in the amount maximum of \$10,000.

SECTION 2.

The Agreement for Professional Services between the City of Pueblo, a Municipal Corporation, and The Wellman Way, 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 Governance Structure Research for Pueblo Food Project's Future shall be paid from Project No. CI2216.

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.

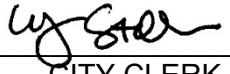
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

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 _____, 2023 ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and The Wellman Way, a Colorado LLC, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to the Governance Structure Research for Pueblo Food Project's Future 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. Consultant shall only perform the services associated with Phase 1 of the Project as detailed in Schedule 1. Client shall not pay for nor otherwise be liable for any work performed by Consultant with regards to Phase 2 of 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* for Phase 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. \$10,000.00. Consultant will invoice Client on a monthly basis for actual services performed at a maximum hourly rate of \$67.00 per hour of completed work. Consultant may invoice Client for up to one hundred forty nine and a quarter (149.25) hours of Consultant work per calendar month. 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 the Effective Date and ends on December 31, 2023, 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 requires 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: The Wellman Way LLC, 6550Z Zercher Rd. Beulah, CO 81023. 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

THE WELLMAN WAY, LLC
HEATHER WELLMAN

By: _____
Naomi Hedden, Director of Purchasing

By: _____

Attest: _____
City Clerk

Title: _____

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

SCHEDULE 1

Professional Consulting Services

Governance Structure Research for Pueblo Food Project's Future Request for Proposals

Summary:

The Pueblo Food Project (PFP) is requesting Proposals from qualified consultants to research and create a report to better understand the options for governance structure change pertaining to fiscal sponsorship, 501c3 status, or other fiscal options.

In partnership with Civic Canopy, Pueblo Food Project has been investigating governance structure options for PFP to adhere to. Over the past year, research has been conducted to evaluate the top priorities that PFP should focus on to create the most sustainable future for PFP. One of these is evaluating and changing our governance structure to fit the needs of the coalition.

We request proposals to include two phases of work. Phase two work is not guaranteed. However, we would like to work with a firm that can offer services for both phase one and phase two, should the coalition make a decision to move forward with an organizational change.

An information session for this RFP will be held Friday, April 21st from 9am-10:30. Join as you are able during the time:

RFP Information Session: Governance Structure Research for Pueblo Food Project's Future

Friday, April 21 · 10:30am – 12:00pm

Google Meet joining info

Video call link: <https://meet.google.com/uft-dnmk-ova>

Or dial: (US) +1 302-364-6166 PIN: 956 848 013#

More phone numbers: <https://tel.meet/uft-dnmk-ova?pin=5895963556101>

Deliverables:

Phase 1 - Applicants will be expected to work 100-150 hours on Phase 1.

1. Adhere to work plan as designated by Pueblo Food Project
2. Develop a single report that includes:
 - a. Evaluate needs/barrier and pros/cons of existing fiscal model between the City of Pueblo and Pueblo Food Project
 - b. Evaluate needs/barriers and pros/cons of becoming a 501c3 non profit organization
 - c. Evaluate needs/barriers and pros/cons of finding a new fiscal sponsor
 - d. Evaluate needs/barriers and pros/cons of finding of possible other options of fiscal structures

- e. Include recommendations for fiscal sponsors and the pros/cons of working with each entity (ex. Trailhead Institute, PDPHE, Fuel & Iron, RMSER, United Way, and others)
 - f. Research and recommend a tool to help the Pueblo Food Project Governance Group make a decision on future structure
3. Present a final report with all above information to the Governance Priority Group no later than June 2023. The governance group will discuss and choose the governance structure that will be implemented for the Pueblo Food Project.

Phase 2 - Should the work of Phase 1 be successful, the applicant may be invited to complete Phase 2.

4. Complete necessary work to implement the chosen new governance structure
 - a. Write bylaws, decision making procedures, and organizational structure with the help of the governance group
 - b. Create timeline for implementation: including expected time to complete, milestones, and communication plan
 - c. Provide checklists to ensure protocols established are easily followed and tracked
 - d. Develop reporting templates and other tools to systemize governance policies and procedures including evaluation tools
 - e. Provide necessary training on all established policies, procedures, and evaluation functions
5. Research scalability potential for Pueblo Food Project
 - a. How can we grow sustainably?
 - b. Possible revenue streams (donation, grant, etc.)
 - c. Budgets for staffing

Qualifications

- Are you an experienced leader?
- Do you have demonstrated understanding of nonprofit & government structures?
- Do you have demonstrated experience in conducting research?
- Do you embrace complexity and conflict with compassion, curiosity, and humility?
- Do you have an eye for cultivating healthy cultures and justice-oriented organizational systems?
- Are you skilled at leading strategic planning processes that are also realistic, engaging, and fun?
- Have you facilitated this type of work using a combination of consensus-based decision making and voting?
- Do you have demonstrated understanding of the Pueblo Food Project?

Budget

Please include a budget table that outlines activities and hours needed to complete each activity for phase 1 and for phase 2. Phase 1 work shall not exceed a total of \$10,000.00. The maximum

hourly rate for this project shall not exceed \$67.00 per hour. A max budget for Phase 2 will be developed based on the proposed amount of work hours and hourly pay from applicants, and will depend on successful completion of phase 1 work, and the availability of funding at the time phase 2 work may begin.

Proposal Requirements

- **Bidders must submit their bid with the following sections**
 - Statement of purpose
 - Why do you want to do this work?
 - Qualifications and relevant experience
 - What qualifications do you possess that lead you to believe you are qualified to successfully develop this report?
 - Have you completed community work similar to this before?
 - Proposed project plan
 - What is your plan of action to complete this work?
 - What resources will you provide? (ex. research tools)
 - What resources will you need? (ex. contact lists, data)
 - References
 - Please include the name, email, and phone number of three references that can speak to your ability to do this work
 - Proof of Insurance Coverage
 - The minimum insurance coverage which Consultant shall obtain and keep in force is 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. The consultant shall provide a Certificate of Insurance to the PFP upon award of the project. (if applying as an individual the city will provide a waiver instead of using proof of insurance).

Those interested in responding to this RFP are asked to send an email stating the intent to submit a proposal via email to Megan Moore at megan@pueblofoodproject.org. Questions on this RFP will be accepted through May 1, 2023 via email to megan@pueblofoodproject.org.

Thank you for your interest in supporting the Pueblo Food Project.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 2023

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

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO JIM PRESENTS, LLC FOR THE USE OF CENTRAL MAIN STREET BETWEEN CITY CENTER DR. AND ALAN HAMEL AVE. TO HOST THE COLORADO SUPERSHOW CAR SHOW ON SATURDAY, MAY 27, 2023

SUMMARY:

Attached is an application for a revocable permit submitted by Pueblo County Board of County Commissioners.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Jim Presents, LLC requests the use of Central Main Street between City Center Drive and Alan Hamel Avenue to host the Colorado Supershow Car Show on Saturday, May 27, 2023.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will preclude the applicant from using the public right-of-way to host the car show event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit - Main Street Car Show (230527)

RESOLUTION NO. 15256

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO JIM PRESENTS, LLC FOR THE USE OF CENTRAL MAIN STREET BETWEEN CITY CENTER DR. AND ALAN HAMEL AVE. TO HOST THE COLORADO SUPERSHOW CAR SHOW ON SATURDAY, MAY 27, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Jim Presents, LLC for the use of Central Main Street between City Center Drive and Alan Hamel Avenue, on Saturday, May 27, 2023, from 8:00 AM to 8:00 PM.

SECTION 2.

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

SECTION 3.

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

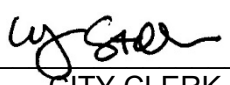
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

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:
2. Permitted Area: **Central Main street between City Center Drive and Alan Hamel Avenue**
3. Purpose of Revocable Permit: **Closing street for outdoor portion of Colorado Supershow car show at Pueblo Convention Center.**
4. Commencement Date: **May 27, 2023** Time: **8:00 am**
5. Ending Date: **May 27, 2023** Time: **8:00pm**

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 _____ day of _____, 20_____.

PERMITTEE:

Organization or
Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A 2023 COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE OPIOID GRANT IN THE AMOUNT OF \$164,145 FOR SYNTHETIC OPIATE POISONING INVESTIGATION AND DISTRIBUTION INTERDICTION, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER PS2304, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$164,145 TO SAID PROJECT

SUMMARY:

Attached is a 2023 Synthetic Opiate Poisoning Investigation And Distribution Interdiction Grant, the related Grant Award Letter, and accompanying documents for the Colorado Department of Public Safety, Division of Criminal Justice Grant #; 2023-FD-23-15, known as the Synthetic Opiate Poisoning Investigation And Distribution Interdiction Grant Program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado Department of Public Safety, Division of Criminal Justice Program provides funds to units of local government for the purpose of Synthetic Opiate Poisoning Investigation and distribution. The program is designed to help local communities address problems specific to their areas.

Pursuant to a related Colorado Department of Public Safety, Division of Criminal Justice Grant, immediate signature of the MOU was needed so that the Pueblo Police Department could obtain grant funding. Acceptance of the Synthetic Opiate Poisoning Investigation And Distribution Interdiction Grant Program grant is now needed to obtain

funding for the opioid grant.

Acceptance of the award and scheduling of and budgeting for the Synthetic Opiate Poisoning Investigation And Distribution Interdiction Grant will be based upon adoption of this Ordinance, establishing Project No. PS2304, and budgeting and appropriating funds in the amount of \$164,145.00.00 into project PS2304. This project will fund Fentanyl test strips, Multi-Drug tester kits, 2 years' subscription to the Cellebrite forensic phone program, 2 years of LeoVision Nighthawk training, set up, and subscription, a Ford F250 truck, truck lights, a heavy-duty bumper, and training for all unit detectives at CDIA (Colorado Drug Investigators Association).

FINANCIAL IMPLICATIONS:

If approved, grant funds in the amount of \$164,145.00 will be budgeted and appropriated into Project No. PS2304 to fund the purchases. Reimbursement of the \$164,145.00 will be made to the City of Pueblo through the Synthetic Opiate Poisoning Investigation And Distribution Interdiction Grant. There is no City match required.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose to decline acceptance of the grant award.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. DCJ_Fentanyl_Grant_2023-FD-23-15_City_of_Pup

ORDINANCE NO. 10455

AN ORDINANCE APPROVING AND ACCEPTING A 2023 COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE OPIOID GRANT IN THE AMOUNT OF \$164,145 FOR SYNTHETIC OPIATE POISONING INVESTIGATION AND DISTRIBUTION INTERDICTION, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER PS2304, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$164,145 TO SAID PROJECT

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

WHEREAS, the Department of Public Safety, Division of Criminal Justice Grant program has tendered an award ("Award") for Project No. 2023-FD-23-15 / Synthetic Opiate Poisoning Investigation And Distribution Interdiction Grant Program (Pueblo) in the amount of \$164,145.00 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 Grant Award Letter (Intergovernmental Grant Agreement), DCJ Grant #: 2023-FD-23-15, ("Agreement") between the State of Colorado, Department of Public Safety, Division of Criminal Justice, and the City of Pueblo, a Municipal Corporation, for Synthetic Opiate Poisoning Investigation And Distribution Interdiction Grant Program, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement and related documents in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement and related documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project No. PS2304 is hereby established.

SECTION 4.

Grant funds in the amount of \$164,145.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. PS2304.

SECTION 5.

Pursuant to the Agreement, the State of Colorado, Department of Public Safety, Division of Criminal Justice, ("State") may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an updated Grant Award Letter or other change letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project No. PS2304, where said funds shall only be expended and used for this project.

SECTION 6.

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

SECTION 7.

This Ordinance shall become effective upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

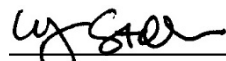
☐ Council did not act to override the Mayor's veto.

☐ 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

Grantee: City of Pueblo
 Project: Pueblo's War on Opioids

DCJ Grant #: 2023-FD-23-15

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2023-FD-23-15
Grantee City of Pueblo	Federal Unique Entity Identifier (UEI)
Grant Issuance Date (Start Date) The later of March 1, 2023 or the date the State Controller or an authorized delegate signs this Grant Letter	Grant Expiration Date (End Date) June 30, 2024
Grant Amount Total for Fiscal Years 2023-2024: \$164,145	Grant Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. C.R.S. 24-33.5-533. Synthetic Opiate Poisoning Investigation And Distribution Interdiction Grant Program
Grant Description Pueblo Police Department seeks funding to increase the tools needed to investigate, enforce and prosecute opiate importation and distribution. The capital investment in a heavy-duty truck, purchase of drug testing supplies, and training to enhance intelligence will help PPD increase opioid arrests and officer safety, and reduce opioid use and deaths.	
Grant Purpose To provide grants to law enforcement agencies for the purpose of investigating deaths and serious injuries caused by illegal synthetic opiate poisoning and for disrupting synthetic opiate supplies.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Special Conditions. 2. The provisions of the other sections of the main body of this Agreement. 3. Exhibit B, Grant Requirements. 4. Exhibit D, Statement of Work. 5. Exhibit E, Budget.	

Grantee: City of Pueblo
Project: Pueblo's War on Opioids

DCJ Grant #: 2023-FD-23-15

SIGNATURE PAGE**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:



14DB46E240044C2...

By: Division of Criminal Justice

☐ Joe Thome, Director, or☒ Debbie Oldenettel, Deputy Director

Date: 02/27/2023 | 3:45:53 PM PST

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:



363D680603F0405...

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 02/27/2023 | 5:14:36 PM MST

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or

in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in **Exhibit E, Budget**.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.

- O. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- Q. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- X. “**Subgrantee**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives

Grantee: City of Pueblo
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benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.

- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E, Budget**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. **Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. **Close-Out**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as

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defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.C, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State

Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.
- iii. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.
- iv. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
- v. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

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EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: _____ Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx\$0.00 Extension Terms State Fiscal Year 20xx\$0.00 State Fiscal Year 20xx\$0.00 State Fiscal Year 20xx\$0.00 State Fiscal Year 20xx\$0.00 Total for All State Fiscal Years\$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with **§Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Grant Funding Change Letter Effective Date:_____

Grantee: City of Pueblo
Project: Pueblo's War on Opioids

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EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier. Failure to do

B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"] If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;
- II.** is not submitted in a timely manner; or,
- III.** does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: City of Pueblo
Project: Pueblo's War on Opioids

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EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program, referred to in this Section as the "grant program":

The intent of the grant program is to provide grant funding to law enforcement agencies for the purpose of investigating deaths and serious injuries caused by illegal synthetic opiate poisoning and for disrupting synthetic opiate supplies.

Funds must be utilized for the following:

- Investigating deaths and serious injuries caused by illegal synthetic opiate poisoning;
- Investigating, enforcing, and prosecuting synthetic opiate importation and high-level distribution networks, including multijurisdictional and multistate investigations and enforcement operations, to reduce the supply of illegal synthetic opiates and precursor chemicals in Colorado;
- Technology, equipment, and training to enhance intelligence, information-sharing capabilities, and interagency collaboration among federal, state, and local law enforcement partners regarding synthetic opiate importation and high-level distribution networks;
- Analyzing emergent trends in markets, including the use of the postal service, private courier, commercial cargo, and the internet, for the import and distribution of illegal synthetic opiates through a systematic and standardized approach, including the use of novel, high-frequency, and real-time systems to enhance market surveillance.
- Law enforcement agencies that are awarded grants under the grant program may be subject to an audit by the state auditor to ensure that the grant money is used for the purposes articulated in this section.
- Agencies who are awarded a grant under the Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program are required to submit quarterly reports outlining expenditures of grant funds and to report on the status of Goals and Outcomes set forth by the grantee in the grant application. Funds shall be withheld if quarterly reports are not submitted in a timely and complete manner.

Additional Program Specific Conditions applicable to this Agreement.

1. Grantee and all Subgrantees or Subgrants shall comply with Colorado law including, SB20-200 (CO Secure Savings Program). <https://treasury.colorado.gov/colorado-secure-savings-program>

Grantee: City of Pueblo
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EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: Pueblo's War on Opioids

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EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Unspent funds from Fiscal Year 2023, shall automatically be applied to Fiscal Year 2024 contingent on funding availability as described in the body of this Agreement. If funding becomes unavailable DCJ shall notify the grantee per the terms of this Agreement.

Grantee: City of Pueblo
Project: Pueblo's War on Opioids

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EXHIBIT D, STATEMENT OF WORK

Project Summary

Pueblo Police Department seeks funding to increase the tools needed to investigate, enforce and prosecute opiate importation and distribution. The capital investment in a heavy-duty truck, purchase of drug testing supplies, and training to enhance intelligence will help PPD increase opioid arrests and officer safety, and reduce opioid use and deaths.

Project Description

A drug significantly more potent and addicting than heroin is on the streets of Pueblo. Fentanyl, a synthetic opioid pain reliever – meant for severe pain from diseases like cancer – is not how people are using it.

Nationally, the death rate from these drugs has increased by 1,125% between 2011 and 2017, according to mortality data from the Centers for Disease Control and Prevention. While Fentanyl and other synthetic opioids are used in prescription drugs, these substances are increasingly being illegally manufactured and distributed with illegal drugs like heroin, with or without the user's knowledge, to increase its euphoric effects.

Pueblo Police Department (PPD) has recognized and accepted that to fight this epidemic, they play a vital role. The funding opportunity through HB22-1326 Fentanyl Accountability and Prevention, Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program affords PPD an opportunity to make a significant impact on its war on drugs.

Pending funding, PPD will purchase a Ford F250 truck equipped with a push bumper and lights added. The truck will be used on 100% of vehicle contacts and vehicle assaults, significantly increasing officers' safety and rate of successful contact and arrest. A Police Grappler (a heavy-duty nylon net that can be lowered from the front of the pursuing police vehicle with the touch of a button to snag the rear tire of the suspect vehicle, wrapping around the axle) will also be installed to reduce pursuits. Once the Grappler has a hold of the suspect vehicle, the officer can release a tether from the police car and back away to a safe distance. Within a few seconds, the car comes to a controlled stop without the officer having to force a collision.

Funding will also be used to purchase MobileDetect, a new field drug testing kit produced by DetechaChem, that eliminates exposure to chemicals and broken glass and allow for the testing of trace substances. The Fentanyl test strips have high fentanyl detection specificity, detecting ultra-low trace levels of fentanyl in powders, pills, packaging materials, surface areas, paraphernalia and more. This allows presumptive testing to be completed at the time of contact and charges to be filled at that time, significantly increasing the number of arrests.

Two products will be purchased to aid in investigations. Cellebrite, used to unlock and pull data from iPhones and iPads owned by suspects as part of an investigation, effectively functions by performing a brute-force attack against the iPhone's passcode, which is used to secure the smartphone and obtain valuable information. LeoVision NightHawk, an advanced social media intelligence package, will be used to collect and uncover hidden information and networks to provide exceptional insights on a subject.

Grantee: City of Pueblo
Project: Pueblo's War on Opioids

DCJ Grant #: 2023-FD-23-15

Goals & Outcomes

GOAL 1

Goal 1: Decrease opioid overdoses by 10% within one year after the project begins.

Outcome 1.1

Outcome: By disrupting the supply chain of synthetic opiates to users, less people will die of overdose.

Measurement: This decrease will be measured by the fatality rate related to synthetic opioids.

Timeframe: 3/1/23 to 6/30/24

GOAL 2

Goal 2: Increase opioid arrests within one year after the project begins

Outcome 2.1

Outcome: The addition of field testing kits, investigative tools, and an unmarked vehicle for contact/pursuit will increase arrests

Measurement: Measured by the number of arrests made compared year-to-year.

Timeframe: 3/1/23 to 6/30/24

GOAL 3

Goal 3: Increase officer safety.

Outcome 3.1

Outcome: Contactless field-testing kits will eliminate potential contact with Fentanyl and other dangerous drugs.

Measurement: Actual numbers and severity of injuries can be counted, but the real impact may be in anecdotal, qualitative information provided by narcotics officers.

Timeframe: Immediate after implementation of field testing kits and until 6/30/24

Outcome 3.2

Outcome: An unmarked, heavy-duty truck will afford officers the ability to be covert, reducing the potential of "marking" them. More so, the brute size of the truck allows for a physical barrier between their person and physical harm.

Measurement: Actual numbers and severity of injuries can be counted, but the real impact may be in anecdotal, qualitative information provided by narcotics officers.

Timeframe: Immediate after implementation of unmarked truck and until 6/30/24

Grantee: City of Pueblo
Project: Pueblo’s War on Opioids

DCJ Grant #: 2023-FD-23-15

EXHIBIT E - BUDGET

BUDGET SUMMARY

Budget Categories	Year 1 FY23 3/1/2023 - 6/30/2023	Year 2 FY24 7/1/2023 - 6/30/2024	Total Award Budget
Personnel	\$0	\$0	\$0
Supplies & Operating	\$51,060	\$50,000	\$101,060
Travel	\$0	\$8,280	\$8,280
Equipment	\$54,805	\$0	\$54,805
Consultants/Contracts (Professional Services)	\$0	\$0	\$0
Indirect	\$0	\$0	\$0
TOTAL BUDGET	\$105,865	\$58,280	\$164,145
	Year 1 FY23	Year 2 FY24	Grand Total

Grantee: City of Pueblo
Project: Pueblo’s War on Opioids

DCJ Grant #: 2023-FD-23-15

Personnel: Budget & Budget Narrative Details Year 1 March 1, 2023 - June 30, 2023														
Position Title and Name	Base Salary	Base Salary to be Paid by Grant Funds	% To Be Paid By Grant Funds	Fringe	Fringe to be Paid by Grant Funds	% To Be Paid By Grant Funds	Total Base Salary + Fringe	Total Base Salary + Fringe to be Paid by Grant Funds	OT - Base Salary	OT - Base Salary to be Paid by Grant Funds	OT - Fringe	OT -Fringe to be Paid by Grant Funds	Total to be Paid by Grant Funds (including overtime)	
PERSONNEL Year 1 FY23														
N/A	\$0	\$0	0.00%	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:														
TOTAL PERSONNEL YEAR 1	\$0	\$0	0.00%	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Personnel: Budget & Budget Narrative Details Year 2 July 1, 2023 - June 30, 2024														
Position Title and Name	Base Salary	Base Salary to be Paid by Grant Funds	% To Be Paid By Grant Funds	Fringe	Fringe to be Paid by Grant Funds	% To Be Paid By Grant Funds	Total Base Salary + Fringe	Total Base Salary + Fringe to be Paid by Grant Funds	OT - Base Salary	OT - Base Salary to be Paid by Grant Funds	OT - Fringe	OT -Fringe to be Paid by Grant Funds	Total to be Paid by Grant Funds (including overtime)	
PERSONNEL Year 2 FY24														
N/A	\$0	\$0	0.00%	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:														
TOTAL PERSONNEL YEAR 2	\$0	\$0	0.00%	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PERSONNEL GRAND TOTAL	\$0	\$0	0.00%	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Grantee: City of Pueblo
 Project: Pueblo's War on Opioids

DCJ Grant #: 2023-FD-23-15

Non-Personnel: Budget & Budget Narrative Details
Year 1 FY23 March 1, 2023 - June 30, 2023

Budget Item	Amount to be Paid by Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
MobileDetect Fentanyl Strip Test Kits	\$1,785	PPD does not have the means to test suspected Fentanyl on-site, crippling their ability to charge at the time of contact. Field test kits will allow for on-site charges to be assigned and arrests made. (50 boxes of 10 @ \$34.90 ea) + \$40 s/h
Multi-Drug Tester (MDT) kits	\$5,275	PPD does not have the means to test suspected drugs mixed with Fentanyl on-site, crippling their ability to charge at the time of contact. Field test kits will allow for on-site charges to be assigned and arrests made. (150 boxes of 10 @ \$34.90 ea) + \$40 s/h
Cellebrite Premium Subscription	\$20,250	Unlock and pull data from iPhones and iPads owned by suspects, as part of an investigation
LeoVision Nighthawk	\$23,750	Advanced social media intelligence package, will be used to collect and uncover hidden information and networks. Training (no travel required). Initial setup. 2 months of annual liscense; two months free trail period. No charge for data storage. Subscription per month is 1,312.5 (x2=2,625) and a 8K start up/ training (4 Licenses, training, set up and subscription)
Supplies & Operating Total	\$51,060	
TRAVEL		
N/A		
Travel Total	\$0	
EQUIPMENT		
Ford F250 truck	\$54,805	The department does not have an unmarked vehicle with enough mass/power to resist a suspect's vehicle attempt to flee.
Equipment Total	\$54,805	

Grantee: City of Pueblo
Project: Pueblo’s War on Opioids

DCJ Grant #: 2023-FD-23-15

CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)

N/A	
Consultants/Contracts Total	\$0

INDIRECT (ADMINISTRATIVE ONLY)

N/A	
Indirect Total	\$0

Total Non-Personnel - Year 1 FY23	\$105,865
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Non-Personnel: Budget & Budget Narrative Details
Year 2 FY24 July 1, 2023 - June 30, 2024

Budget Item	Amount to be Paid by Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
Truck Modifications	\$14,000	Add of features will be affixed when the truck arrives. Supply chain delays will cause the truck to arrive after July 1 Specialty bumper: \$4,500 Law enforcement light kit: \$4,500 Grappler: ~\$5,000
Cellebrite Premium Subscription (Renewal)	\$20,250	Unlock and pull data from iPhones and iPads owned by suspects, as part of an investigation (12 months)
LeoVision Nighthawk Subscription (Renewal)	\$15,750	Advanced social media intelligence package, will be used to collect and uncover hidden information and networks. (12 Months)
Supplies & Operating Total	\$50,000	

Grantee: City of Pueblo

Project: Pueblo's War on Opioids

DCJ Grant #: 2023-FD-23-15

TRAVEL

CDIA Training Summit	\$8,280	When law enforcement officers participate in standardized training with qualified and effective trainers, they are better able to understand how to be efficient and effective Transportation: \$280 2 vehicles x 250 miles @ \$0.56/mile Registration: \$2800 (8 officers @ \$350 ea) Hotel: \$4200 (8 rooms for 3 nights @\$175 per night) Meals (not provided): \$1000
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Travel Total	\$8,280	
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EQUIPMENT

N/A

Equipment Total	\$0	
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CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)**CONSULTANTS/CONTRACTS**

N/A

Consultants/Contracts Total	\$0	
-----------------------------	-----	--

INDIRECT

N/A

Indirect Total	\$0	
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Total Non-Personnel - Year 2	\$58,280	
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GRAND TOTAL NON PERSONNEL	\$164,145	
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Certificate Of Completion

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Lakewood, CO 80215

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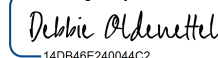
Debbie Oldenettel

Debbie.Oldenettel@state.co.us

Deputy Director, DCJ

Security Level: Email, Account Authentication
(None)**Signature**

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Electronic Record and Signature Disclosure:

Accepted: 8/15/2022 4:01:53 PM

ID: b0c4163c-f100-4ad2-99f4-9e68c87552b7

Lyndsay J. Clelland

lyndsay.clelland@state.co.us

Contract, Grant and Compliance Coordinator

Division of Criminal Justice

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Aleah Bachtel

aleah.bachtel@state.co.us

Security Level: Email, Account Authentication
(None)**COPIED**

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Carbon Copy Events	Status	Timestamp
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Captain Daniel Anderson danderson@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/27/2023 5:14:40 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2023 2:31:05 PM
Certified Delivered	Security Checked	2/27/2023 5:14:28 PM
Signing Complete	Security Checked	2/27/2023 5:14:36 PM
Completed	Security Checked	2/27/2023 5:14:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NUMBER PST2306, AUTHORIZING THE TRANSFER OF FUNDS FROM PROJECT NUMBER PST2004 TO PROJECT NUMBER PST2306 IN THE AMOUNT OF \$150,000, DESIGNATING A NEW PURPOSE, THAT BEING TECHNOLOGY UPGRADES, AND THEREBY APPROPRIATING THE USE THEREFORE

SUMMARY:

This Ordinance authorizes the transfer of \$150,000 of Public Safety Sales Tax funds, currently appropriated in Project #PST2004, to Project #PST2306 which is created by this Ordinance.

PREVIOUS COUNCIL ACTION:

On November 11, 2019, City Council approved by Ordinance No. 9598 the Annual Budget for the fiscal year 2020. Within that budget, \$250,000.00 of Public Safety Sales Tax funds were allocated for the Police Department's purchase of a timekeeping system.

BACKGROUND:

Technology is and continues to be an essential part of law enforcement in order to meet the challenges of everyday policing. As technology advances occur, the Pueblo Police Department needs the ability to acquire additional technology, computer equipment, network hardware, and software to make use of these advances. Transfer of the unused \$150,000.00 previously earmarked for the Kronos timekeeping system (within Project #PST2004) and the reallocation of these funds for additional technology purchases would address these needs.

FINANCIAL IMPLICATIONS:

No additional financial implications will be incurred by the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council can choose to deny passage of the Ordinance, leaving the currently unused funds within Project #PST2004.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10456

AN ORDINANCE ESTABLISHING PROJECT NUMBER PST2306, AUTHORIZING THE TRANSFER OF FUNDS FROM PROJECT NUMBER PST2004 TO PROJECT NUMBER PST2306 IN THE AMOUNT OF \$150,000, DESIGNATING A NEW PURPOSE, THAT BEING TECHNOLOGY UPGRADES, AND THEREBY APPROPRIATING THE USE THEREFORE

WHEREAS, the City Council of Pueblo previously passed and the Mayor of Pueblo signed Ordinance No. 9598, thereby adopting the budget for the fiscal year 2020;

WHEREAS, contained within the budget and allocated into Project #PST2004, for the fiscal year 2020, was \$250,000 derived from the Public Safety Sales Tax, designated for use by the Pueblo Police Department for the purchase of a timekeeping system;

WHEREAS, the decision was made not to purchase said timekeeping system, thereby saving those funds;

WHEREAS, the Pueblo Police Department has demonstrated an urgent need with respect to technology upgrades; NOW, THEREFORE,

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

SECTION 1.

Project #PST2306 is hereby established within the Department of Finance.

SECTION 2.

\$150,000 of funds previously allocated into Project #PST2004 for the purchase of a timekeeping system are hereby ordered to be transferred by the Finance Department into Project #PST2306 for the purposes of acquiring additional technology, computer equipment, network hardware, and software by the Pueblo Police Department.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



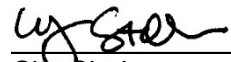
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NUMBER PST2305, AUTHORIZING THE TRANSFER OF FUNDS FROM PROJECT NUMBER PST2004 TO PROJECT NUMBER PST2305 IN THE AMOUNT OF \$100,000, DESIGNATING A NEW PURPOSE, THAT BEING RECRUITMENT AND RETENTION, AND THEREBY APPROPRIATING THE USE THEREFORE

SUMMARY:

This Ordinance authorizes the transfer of \$100,000 of Public Safety Sales Tax funds, currently appropriated in Project #PST2004, to Project #PST2305 which is created by this Ordinance.

PREVIOUS COUNCIL ACTION:

On November 11, 2019, City Council approved by Ordinance No. 9598 the Annual Budget for the fiscal year 2020. Within that budget, \$250,000 of Public Safety Sales Tax funds were allocated for the Police Department's purchase of a timekeeping system.

BACKGROUND:

The Pueblo Police Department has had difficulty maintaining staffing levels with respect to both peace officers and dispatchers. Given said difficulty, the Police Department has an urgent need with respect to the recruitment and retention of peace officers and dispatchers. Despite previous authorization by City Council, the Pueblo Police Department ultimately decided not to purchase a timekeeping system and the unused funds remain within Project #PST2004. Transfer of the currently unused funds would allow for the purchase of advertising, travel, job fair entrance fees, and promotional items, as well as employee appreciation items such as certificates and other purchases allowed by law.

FINANCIAL IMPLICATIONS:

No additional financial implications will be incurred by the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council can choose to deny passage of the Ordinance, leaving the currently unused funds within Project #PST2004.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10457

AN ORDINANCE ESTABLISHING PROJECT NUMBER PST2305, AUTHORIZING THE TRANSFER OF FUNDS FROM PROJECT NUMBER PST2004 TO PROJECT NUMBER PST2305 IN THE AMOUNT OF \$100,000, DESIGNATING A NEW PURPOSE, THAT BEING RECRUITMENT AND RETENTION, AND THEREBY APPROPRIATING THE USE THEREFORE

WHEREAS, the City Council of Pueblo previously passed and the Mayor of Pueblo signed Ordinance No. 9598, thereby adopting the budget for the fiscal year 2020;

WHEREAS, contained within the budget and allocated into Project #PST2004, for the fiscal year 2020, was \$250,000 derived from the Public Safety Sales Tax, designated for use by the Pueblo Police Department for the purchase of a timekeeping system;

WHEREAS, the decision was made not to purchase said timekeeping system, thereby saving those funds;

WHEREAS, the Pueblo Police Department has demonstrated an urgent need with respect to the recruitment and retention of both officers and dispatchers; NOW, THEREFORE,

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

SECTION 1.

Project #PST2305 is hereby established within the Department of Finance.

SECTION 2.

\$100,000 of funds previously allocated into Project #PST2004 for the purchase of a timekeeping system are hereby ordered to be transferred by the Finance Department into Project #PST2305 for the purposes of both officer and dispatcher recruitment and retention by the Pueblo Police Department.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



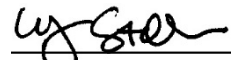
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A CONGRESSIONALLY DIRECTED SPENDING (CDS) PROGRAM AWARD IN THE AMOUNT OF \$86,000.00 FOR A 3D FARO SCANNER AND ASSOCIATED TRAINING, ESTABLISHING PROJECT NUMBER PS2305, AND BUDGETING AND APPROPRIATING GRANT FUNDS OF \$86,000.00 TO SAID PROJECT

SUMMARY:

The United States Congress grants Congressionally directed awards to be spent by the recipient for specific projects. These awards do not mandate any additional government spending.

PREVIOUS COUNCIL ACTION:

There has been no previous Council action with respect to this Ordinance.

BACKGROUND:

In March of 2022 the City of Pueblo Grant and Resource Development Administrator applied to the Congressionally Directed Spending (C.D.S.) Program requesting funding in the amount of \$86,000 to the City of Pueblo to fund the purchase of a 3D FARO Scanner, scanning equipment, software, and training for up to 6 investigators in the use of the equipment and software technology. In February of 2023 notification was received that funding for this project was approved through the Congressionally Directed Spending Program (see attached documents).

Acquisition of a 3D FARO Scanner will allow PPD to more accurately and efficiently document, measure, and reconstruct both criminal incident and traffic crash scenes. The Scanner allows for a 3D representation of the scene to be preserved for evidence purposes. Finally, the Scanner will create greater labor efficiencies as PPD personnel will not need to hold a scene for an extended period while waiting on another agency to respond.

FINANCIAL IMPLICATIONS:

There is no financial impact to the City of Pueblo as the expenses are funded by grant funds. No City matching funds are required.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The Council may disapprove the agreement and thereby decline the award.

RECOMMENDATION:

Passage of this Ordinance is recommended.

ATTACHMENTS:

1. Page 112 12202022 Congressional Record

ORDINANCE NO. 10458

AN ORDINANCE APPROVING AND ACCEPTING A CONGRESSIONALLY DIRECTED SPENDING (CDS) PROGRAM AWARD IN THE AMOUNT OF \$86,000.00 FOR A 3D FARO SCANNER AND ASSOCIATED TRAINING, ESTABLISHING PROJECT NUMBER PS2305, AND BUDGETING AND APPROPRIATING GRANT FUNDS OF \$86,000.00 TO SAID PROJECT

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

WHEREAS, the United States Congressionally Directed Spending (C.D.S.) Program has tendered an award for a 3D FARO Scanner and training for the use thereof in the amount of \$86,000.00; 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 award of a Congressionally Directed Spending (C.D.S.) Grant for 3D Faro Scanner Technology to the City of Pueblo, as designated on page 112 in the December 20, 2022 Congressional Record, a copy of which is attached hereto, is hereby approved and accepted.

SECTION 2.

Should it be necessary, the Mayor of the City is authorized to execute a grant award acceptance in the name of and on behalf of the City, and the Mayor is further authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project Number PS2305 is hereby established, and the amount of \$86,000 is budgeted and appropriated thereto.

SECTION 4.

The officer and staff 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 on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

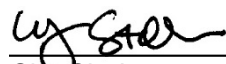
☐ Council did not act to override the Mayor's veto.

☐ 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

BYRNE DISCRETIONARY COMMUNITY PROJECT GRANTS/
BYRNE DISCRETIONARY GRANTS—Continued

Recipient	Project	Amount
Kings County Sheriff's Office	Kings County Sheriff's Office Patrol Vehicle Replacement	234,000
Inspira Health Network	Youth Violence Cessation Initiative	1,000,000
St. Nick's Alliance Corp	North Brooklyn Anti-violence Initiative	1,000,000
Town of Davie	Body-Worn Camera Program	800,000
Hamilton County Board of County Commissioners	Hamilton County Justice Center Security Improvements	1,000,000
Twelfth Judicial District Drug Task Force	Technology Saving Arkansans	137,000
Family & Children's Place	Louisville Collaboration to Prevent Child Abuse, Youth and Family Violence	2,000,000
City and County of Denver	Community-Based Violence Intervention Program	799,000
City and County of Denver	Denver District Attorney's Office Human Trafficking Unit Project	178,000
City and County of Denver	Denver Sheriff's Department Housing Navigation Program	750,000
City and County of Denver	Medication-Assisted Treatment Expansion	1,650,000
City and County of Denver	Night Moves Youth Violence Prevention	350,000
City and County of Denver	Substance Use Navigator Program	187,000
City of Pueblo	Pueblo Crime and Accident Scene Scanner	86,000
City of Thornton	Crime and Accident Scene Scanner	102,000
City of Thornton	Rapid DNA Instrument	171,000
Colorado Access to Justice Commission	Access to Justice Initiatives for Rural Colorado	627,000
Rio Blanco County	Equipment for Rio Blanco County Law Enforcement Training Center	350,000
Congregations Organized for a New Connecticut	Fostering Greater Gun Safety in the New Haven Area	67,000
Regional Youth Adult Social Action Partnership	Bridgeport Gun Violence Prevention	237,000
Greater St. Louis, Inc., Foundation	Strengthening Downtown St. Louis Public Safety Program	1,250,000
St. Louis Police Department	St. Louis Regional Violent Crime Initiative	3,750,000
Camden Center for Youth Development, Inc.	Community Coaches	324,000
New Jersey Coalition Against Sexual Assault	Accessibility Capacity Building Project	445,000
New Jersey Coalition to End Domestic Violence	Legal Representation Project	500,000
Seton Hall University	Seton Hall Law School — Community-Based Reentry and Support Services	632,000
Women's Rights Information Center	Legal Assistance for Low-Income Victims of Crime	255,000



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING IN THE POLICE DEPARTMENT ENTITLED ABANDONED VEHICLE COORDINATOR

SUMMARY:

The Police Department requests to add one full-time position to provide coordination and administrative support of the abandoned vehicle program.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No. 10363 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

The primarily administrative workload associated with processing abandoned vehicles has been performed by a sworn Police Corporal since the inception of the unit. On average, the unit processes 3,711 vehicles per year and has processed 18,556 vehicles in the last five years. The essential duties of the unit include compliance, coordination, and administrative tasks.

The processing of abandoned vehicles is governed by the Public Utilities Commission (PUC) under the Department of Regulatory Agencies (DORA) and the Colorado Department of Revenue. This highly regulated process makes the importance of careful processing and compliance critical to protect the Police Department and City of Pueblo from litigation associated with this work. In 2022, state legislation was passed which provides additional rights to “nonconsensual” public vehicle towing, which provided an opportunity for staff to review not only current processes and policies but also how the unit is staffed.

A survey of other police departments in the state was conducted seeking to identify opportunities to streamline processes and to understand how the function is staffed elsewhere. All other agencies surveyed indicated they have civilianized this function with non-sworn personnel performing the administrative and coordination responsibilities of the position. While some paperwork will continue to require the review and signature of sworn personnel, the unit should always have the oversight of a sworn Sergeant, but it appears the opportunity to free up the currently assigned Police Corporal to engage in other actual law enforcement activities, to include traffic enforcement and investigation to make the roadways safer would be beneficial. The reassignment of the Police Corporal would also free up patrol officers as another traffic unit resource would then be available to work crashes.

The Pueblo Police Department is committed to searching for positive methods to accomplish the department's mission and free up existing sworn resources to serve the community, especially in light of the current staffing shortage. This proposed change represents a positive opportunity to civilianize this function and use staff resources more appropriately. The Colorado Department of Revenue and the Public Utilities Commission were both contacted and confirmed the proposed change in staffing is legal within the regulations and posed no concerns.

FINANCIAL IMPLICATIONS:

The cost of the new position is outlined below, which will be covered for the remainder of 2023 by salary savings and therefore no new funding is required at this time.

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2023 (4 months)
Salary	\$ 45,260	\$ 15,087
Retirement (PERA)	\$ 6,427	\$ 2,142
Health Insurance	\$ 22,380	\$ 7,460
Dental Insurance	\$ 296	\$ 99
Life Insurance	\$ 72	\$ 24
Medicare	\$ 656	\$ 219
Estimated Position Cost	\$ 75,091	\$ 25,030

The actual costs for 2023 will be \$25,030 as it will take several months to get the position posted and through the Civil Service process to hire.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

The International Brotherhood of Police Officers (IBPO) Local #537 was consulted and did not have objections to this proposed plan of action. The new position, if approved, will be part of the Pueblo Association of Government Employees bargaining unit. PAGE leadership too, had no objections to the creation of the position nor its inclusion in the bargaining unit.

ALTERNATIVES:

The no-action alternative would be to retain the current staffing levels in the Abandoned Vehicles Unit.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10459

AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING IN THE POLICE DEPARTMENT ENTITLED ABANDONED VEHICLE COORDINATOR

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Pueblo Department; NOW, THEREFORE,

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

SECTION 1.

The following sections captioned "Police" of Ordinance No. 10363, being the 2023 Staffing Ordinance, are amended as follows:

Police

Police Chief	1
Police Deputy Chief	3
Police Captain	8
Dispatch Manager	1
Dispatch Training Coordinator	1
Police Records Manager	1
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Community Service Officer	6
Code Enforcement Officer	9
Emergency Services Dispatcher Supervisor	3
Emergency Services Dispatcher	24
Crime Analyst	1
<u>Abandoned Vehicle Coordinator</u>	<u>1</u>
Administrative Technician	2
Police Payroll Technician	2
Senior Office Assistant	8
Social Media Specialist	1
Office Assistant/Investigations Technician	1
Office Assistant/ Police Records Technician	11
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
Building Custodian	1
Code Enforcement Manager	1

Total	[284] <u>285</u>
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SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget and staffing with respect to the number and allocation of positions within the Police 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 May 08, 2023.

Final adoption of Ordinance by City Council on May22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

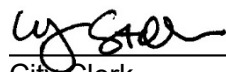
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources
Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR ABANDONED VEHICLE COORDINATOR

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Abandoned Vehicle Coordinator. The position will be funded by General Fund salary savings for the remainder of 2023.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No.10365 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2023.

BACKGROUND:

The Police Department desires to add a full-time position to perform the compliance, coordination and administrative activities associated with the Abandoned Vehicle Unit. The new classification title will be Abandoned Vehicle Coordinator. The unit is responsible for the legal processing of all publicly towed vehicles for the Pueblo community, which is an activity regulated by a number of state agencies. Historically, a sworn Police Corporal has performed this work. The civilianization of this work represents a positive way to free up scarce law enforcement staff to perform other duties and is a consistent staffing model employed in other police departments throughout the state.

This position will be a classified position within the City and subject to all Civil Service rules with respect to hiring. Furthermore, the classification will be included in the Pueblo Association of Government Employees bargaining unit.

FINANCIAL IMPLICATIONS:

There is no required additional funding for 2023 as costs associated with the position as outlined below are estimated as \$25,030 for the remainder of the 2023 fiscal year and will be covered by existing salary savings.

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2023 (4 months)
Salary	\$ 45,260	\$ 15,087
Retirement (PERA)	\$ 6,427	\$ 2,142
Health Insurance	\$ 22,380	\$ 7,460
Dental Insurance	\$ 296	\$ 99
Life Insurance	\$ 72	\$ 24
Medicare	\$ 656	\$ 219
Estimated Position Cost	\$ 75,091	\$ 25,030

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

The salary range for the new classification was negotiated via agreement on April 20, 2023, with the Pueblo Association of Government Employees.

ALTERNATIVES:

The suggested change establishes the 2023 salary range for the classification of Abandoned Vehicle Coordinator. If this ordinance is not approved, and assuming the establishment of the Abandoned Vehicle Coordinator position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10460

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR ABANDONED VEHICLE COORDINATOR

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2023 pay scale for the classification of Abandoned Vehicle Coordinator is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The 2023 monthly pay range for the classification of Abandoned Vehicle Coordinator:

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) GENERAL SERVICE										
Abandoned Vehicle Coordinator	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to 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 May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on May 24, 2023.
- ☐ Disapproved on _____ based on the following objections:



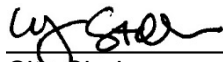
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources
Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING
ORDINANCE BY CONVERTING A VACANT POSITION WITHIN THE
WASTEWATER DEPARTMENT

SUMMARY:

The Wastewater Director, with Mayor Gradisar's approval, requests to convert a currently vacant position in the Wastewater Department from an Associate Engineer II to a new classification of Civil Engineer Wastewater to improve operational efficiencies within the department.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, City Council approved Ordinance No. 10363. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

The Wastewater Department requests to convert one currently vacant WW-Associate Engineer II position to a new classification of Civil Engineer – Wastewater. The department has been unable to fill the Associate Engineer II position which has been posted four times since October 2022 with no applicants. While the vacancy has created a workload imbalance for the remaining staff, it has also afforded the Engineering Division the opportunity to review internal engineering operations and to assess what level of position would optimize efficiency in this busy division of the Wastewater Department.

Wastewater is the only City department with an engineering function that does not have a professional, journey-level civil engineer position. There is a workload at this level to justify the addition of this position. The conversion of the vacant Associate Engineer II vacancy will result in the Engineering Division operating more efficiently. Project management, oversight of the construction team, ensuring project close-out is complete,

and coordinating with other City Departments will be reassigned to this new position. This will allow the Wastewater Engineering Manager to focus on other mission critical and higher-level management tasks such as completing the Wastewater Design Criteria and other documents, training new employees, writing various procedures, and performing subdivision reviews in a more efficient manner. Another ancillary benefit is that the creation of this classification will provide a career ladder for others in the City who are currently or who have pursued professional engineering licensure. The City's ability to attract and retain engineering talent has been difficult. By creating another professional civil engineer position, the opportunity for internal promotion will ideally result in retaining talented staff and growing the Wastewater Department's and City's engineering capacity.

FINANCIAL IMPLICATIONS:

This is zero net change to staffing levels within the Wastewater Department.

The cost to convert the vacancy is the difference between the Associate Engineer II and the Civil Engineer Wastewater position, estimated to be \$2,377 per month (includes salary related benefits), or \$28,523 annually. Funding for this cost increase will come from the Wastewater Enterprise Fund.

Assuming the position will be filled in July, the cost difference for the remainder of the year is approximately \$16,639 and can be absorbed by the department's existing 2023 budget. No additional funding is required for 2023.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no-action alternative would be to retain the current staffing levels, which would eliminate any opportunity to re-balance staff workload and enhance department efficiencies.

RECOMMENDATION:

Approval of this Ordinance

ATTACHMENTS:

None

ORDINANCE NO. 10461

AN ORDINANCE AMENDING THE FISCAL YEAR 2023
STAFFING ORDINANCE BY CONVERTING A VACANT
POSITION WITHIN THE WASTEWATER DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Wastewater Department; NOW THEREFORE

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

SECTION 1.

The following section captioned "Wastewater Engineering" "of Ordinance No. 10363, being the 2023 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2023:

Wastewater Engineering

Associate Engineer II WW	[2]1
WW Data Technician II	1
WW Data Technician	1
WW Engineering Manager	1
<u>Civil Engineer Wastewater</u>	1
Associate Field Engineer	1
Inspector/WW	2
Total	8

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget and staffing with respect to the allocation of positions within the Wastewater 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 May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

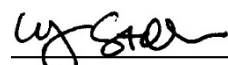
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources
Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR CIVIL ENGINEER WASTEWATER

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 Civil Engineer Wastewater. The position will be funded by the Wastewater Enterprise Fund.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No.10365 was approved by the City Council. This Ordinance provided the classification and pay plan for fiscal year 2023.

BACKGROUND:

The Wastewater Department requests to convert an existing, vacant Associate Engineer II position within the Wastewater Engineering Division to a new classification of Civil Engineer Wastewater. The department has been unsuccessful in filling the Associate Engineer II position despite posting it four times since fall of 2022. The vacancy has provided the opportunity to evaluate work assignments and to identify opportunities to enhance efficiencies within the division. Wastewater is the only City department with an engineering function without a journey level professional engineer position. Therefore, the duties have been assigned to lower-level associate positions or the Engineering Manager. The Engineering Manager performs many duties that a civil engineer level position could perform. By creating this position, the Engineering Manager can focus on higher level tasks and reassign appropriate professional level responsibilities to the new classification. The salary range will be equal to other civil engineer classifications in the City.

This position will be a classified position within the City and subject to all Civil Service rules with respect to hiring and will be a Class B Administrative classification not within a bargaining unit.

FINANCIAL IMPLICATIONS:

The cost to convert the vacancy is the difference between the Associate Engineer II and the Civil Engineer Wastewater position, estimated to be \$2,377 per month (includes salary related benefits), or \$28,523 annually. Funding for this cost increase will come from the Wastewater Enterprise Fund.

Assuming the position will be filled in July, the cost difference for the remainder of the year is approximately \$16,639 and can be absorbed by the department's existing 2023 budget. No additional funding is required for 2023.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The suggested change establishes the 2023 salary range for the classification of Civil Engineer Wastewater. If this ordinance is not approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10462

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR CIVIL ENGINEER WASTEWATER

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2023 pay scale for the classification of Civil Engineer Wastewater is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

B. The monthly pay range for the classification of Civil Engineer Wastewater:

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE							
Civil Engineer Wastewater	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to 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 May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on May 24, 2023.
- ☐ Disapproved on _____ based on the following objections:



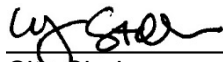
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

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 AUTHORIZING THE MAYOR TO EXECUTE AN ASSIGNMENT, ASSUMPTION AND AMENDMENT TO THE NURSE NAVIGATION AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCESS2CARE, LLC, AND INNOVATIVE PRACTICES, LLC, AND SAME

SUMMARY:

This Ordinance approves a nurse navigation agreement between Access2Care LLC and the City of Pueblo and establishes Proj. PS2203 to manage grant funds related to such agreement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This is a 2-year pilot program grant that is through the Colorado Division of Homeland Security. It will help connect the community to nurse navigation services rather than utilizing 9-1-1 and emergency rooms. Willing callers will be sent to a nurse's line after a thorough list of questions have identified an appropriate need. The long-term effect could be an improved use of connection to and use of medical resources as well as a reduction in 9-1-1 calls.

FINANCIAL IMPLICATIONS:

There is no cost to the city. Staff time will be required for project management, as well as grant monitoring and reporting.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amendment Nurse Navigation Agreement

ORDINANCE NO. 10463

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ASSIGNMENT, ASSUMPTION AND AMENDMENT TO THE NURSE NAVIGATION AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCESS2CARE, LLC, AND INNOVATIVE PRACTICES, LLC, AND SAME

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

SECTION 1.

The ASSIGNMENT, ASSUMPTION AND AMENDMENT TO NURSE NAVIGATION AGREEMENT ("Agreement") between Pueblo, a municipal corporation, Access2Care, LLC, and Innovative Practices, LLC, 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 the same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached 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 May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on May 24, 2023.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
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

Lyssa
City Clerk

ASSIGNMENT, ASSUMPTION AND AMENDMENT TO NURSE NAVIGATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AMENDMENT TO NURSE NAVIGATION AGREEMENT ("Amendment") is entered into as of April 10, 2023 ("Effective Date") by and between Access2Care, LLC ("A2C"), Innovative Practices, LLC ("IP") and Pueblo, a municipal corporation within the state of Colorado ("Customer"). A2C and Customer are sometimes collectively referred to hereafter as the "**Parties**" and individually a "**Party**".

Preliminary Statement

- A. A2C and Customer are parties to the Nurse Navigation Agreement that was entered into on April 11, 2022 (the "Agreement");
- B. A2C wishes to assign the Agreement to IP. A2C and IP represent that they are affiliated entities with right to assign under the Agreement without requiring the written consent of Customer;
- C. The Parties desire to memorialize the assignment and assumption of the Agreement from A2C to IP; (2) extend the Agreement; and (3) increase the not-to-exceed compensation;
- D. The parties wish to amend the Agreement on the terms and conditions set forth herein.

Assignment and Assumption

- 1. Assignment. As of the Effective Date, A2C hereby assigns, transfers, conveys, sets over and delivers to IP all of A2C's rights, title, benefits, obligations, liabilities and interests under the Agreement.
- 2. Assumption. As of the Effective Date, IP hereby assumes and agrees to discharge, in accordance with the terms of the Agreement, all of the rights, obligations, terms, conditions and liabilities of A2C under the Agreement and all.
- 3. Before the Amendment Effective Date. A2C will remain liable to Customer for all its acts or omissions taking place before the Effective Date in connection with the Agreement.
- 4. On and After the Amendment Effective Date. IP will become liable to Customer for all its acts or omissions taking place on or after the Effective Date in connection with the Agreement.

Amendment

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

- 1. Paragraph 2 of the Agreement is amended to read as follows:

2. Term and Termination. This Agreement shall be for a term commencing on the Effective Date and ending June 30, 2024; provided, however, this Agreement shall automatically terminate on any earlier date that the State Grant is terminated.

2. Paragraph 3 of the Agreement is amended to read as follows:

3. Services. By July 1, 2022, Provider will provide and maintain through June 30, 2024 a nurse navigation line staffed under physician supervision as set forth in Exhibit A and all other services set forth herein (collectively, "Services") on the conditions described herein. Subject to the requirements set forth in Section 10 of this Agreement, Provider may subcontract certain Services to other qualified Providers and may utilize its sister-companies to provide Services. In addition to the services set forth in Exhibit A, Provider shall timely provide mutually agreed upon reports (including quarterly and final reports) that meet and satisfy all requirements of Section 24-33.5-1618, C.R.S., and the State Grant.

3. Paragraph 4 of the Agreement is amended to read as follows:

4. Payment for Services. Customer shall be financially responsible to Provider for all Services ordered under this Agreement as set forth in Exhibit A and at the rates and payment terms set forth in Exhibit A1; provided, however, the maximum amount Customer shall be financially responsible to pay Provider as full compensation for all Services shall not exceed \$198,294.00 for Services rendered from the Effective Date through April 10, 2023 and shall not exceed \$198,294.00 for Services rendered after April 10, 2023 through termination. Provider shall only bill the Customer for Services ordered under this Agreement and shall not bill any patients or third-party payers. Customer shall make payment to Provider within thirty (30) days of the invoice date and invoice not paid within this period shall accrue interest at the annual interest rate of the higher of twelve percent (12%) or the statutory interest rate.

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

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

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

By signing below, each party acknowledges that he/she has carefully read and fully understands this Amendment to the Agreement, and each agrees to be bound by the terms of this Amendment.

Customer

A2C

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Senior Vice President

Date: 4/18/2023

With a mandatory copy to:

Global Medical Response

Attn: Law Department

6363 S. Fiddler's Green Circle, Ste 1400

Greenwood Village, CO 80111

IP

By: _____

Name: Jeffrey McCollom

Title: Senior Vice President

Date: 4/18/2023

With a mandatory copy to:

Global Medical Response

Attn: Law Department

6363 S. Fiddler's Green Circle, Ste 1400 Greenwood Village, CO 80111



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BALLARD KING & ASSOCIATES LIMITED, A COLORADO CORPORATION, FOR SERVICES WITH RESPECT TO A SOFTBALL FACILITY STUDY AND RELATED ANCILLARY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Professional Services Agreement with Ballard King & Associates Limited to render professional services with respect to a Softball Facility Study and related ancillary services.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On March 26, 2018, City Council approved Resolution No. 13934 to purchase vacant land for the purpose of future development of a girls' softball complex once funding became available. Capital Project CI1811 – Land for Softball Field was created and \$200,000 was budgeted and appropriate for the purchase of the property. This facility study will do a complete needs assessment for the City to determine how many additional softball fields are needed within the community to meet current needs for girls and adult softball programs and tournaments.

FINANCIAL IMPLICATIONS:

The cost of the Softball Facility Study is \$6,500.00. Funds for the study will be provided from the Mayor's Professional Services General Fund Account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the study will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Agreement for Professional Services - Softball Facility Study_05.22.23
2. Softball Facility Study_05.22.23
3. PERA Questionnaire_05.22.23

ORDINANCE NO. 10464

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BALLARD KING & ASSOCIATES LIMITED, A COLORADO CORPORATION, FOR SERVICES WITH RESPECT TO A SOFTBALL FACILITY STUDY AND RELATED ANCILLARY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Agreement for Professional Services ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and Ballard King & Associates Limited, a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved.

SECTION 2.

The Mayor is authorized to execute 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, where the Agreement may be executed through electronic signature.

SECTION 3.

Funds in the amount of \$6,500.00 are available in the Mayor's Professional Services General Fund budget account and the cost of the Agreement shall be paid from said account.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on May 24, 2023.
- ☐ Disapproved on _____ based on the following objections:



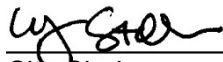
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered this ___ day of May, 2023 ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Ballard King & Associates Limited, a Colorado corporation, (hereinafter referred to as "Consultant") located at 2743 E. Ravenhill Circle, Highlands Ranch, Colorado 80126, for Consultant to render professional services for Client with respect to a Softball Facility 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, (hereinafter referred to as "Services"). 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 business transactions, as such costs are part of Consultant's business.

(c) To the extent Consultant performs any of the Services 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) 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 total sum of \$6,500.00 (USD). Said sum shall be paid in one complete payment upon the submission of an itemized invoice when the Services are completed.

(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 unless requested and authorized in writing by the Client.

(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(c).

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

SECTION 4. CLIENT'S RESPONSIBILITIES.

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

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

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

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

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on the Effective Date and will continue until such time as the Services are completed or the maximum compensation provided for complete performance in Section 3(a) is reached, whichever occurs first, unless otherwise 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 hourly rate 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. 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 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, Attention: Steven Meier, Director Parks and Recreation, 800 Goodnight Avenue, Pueblo, Colorado 81005; or to Consultant, Attention: Jan Ballard, 2743 E. Ravenhill Circle, Highlands Ranch, Colorado 80126. 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.

SECTION 12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

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. The Consultant shall fill out the questionnaire attached as Schedule 2 and submit the completed form to Client as part of the signed Agreement.

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

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

BALLARD KING & ASSOCIATES LTD.,
A COLORADO CORPORATION

By: _____
Nicholas A. Gradisar, Mayor

By: _____

Attest: _____
City Clerk

Title: _____

[S E A L]

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

City of Pueblo Softball Facility Study

Scope of Services:

Based on long range community recreation planning, conduct a market assessment for a girls' softball facilities in the City. Identify the factors and demands for a future program needs including softball leagues and activities for the community. Opportunities for tournaments involving some local teams along with teams from outside Pueblo, collect stakeholder input, assess inventory, and determine the gap between demand and inventory.

Tasks:

A. Conduct Market Research and Assessment.

- a. Review the project constraints and parameters.
- b. Identification of the market area. This process will be completed by B*K using statistics and data from ESRI.
- c. Overlay participation data from National Sporting Goods Association (NSGA) and Sports and Fitness Industry Association (SFIA) to the service area demographics.
- d. Update the inventory of facilities and programs providing softball programs in the community.
- e. Comparison with national, regional and local participation statistics and trends.
 - NSGA standards
 - Potential participation levels
 - Facility and program trends
- f. Recommend current and future program needs for girls softball leagues and programs along with need and demand for providing weekend softball tournaments for a variety of age groups.
- g. Evaluate the need and demand for girls' softball facility if the existing fields used for girls softball at the Runyon Sports Complex were converted primarily to a boys baseball complex.
- h. Evaluate the need and demand for adult recreational softball facility or a combined facility.

B. Conduct Stakeholder Meetings

- a. Identify stakeholders providing softball programs in Pueblo County and southern Colorado region.
 - Meet with existing organizations
 - Meet with City's Parks and Recreation and Runyon Sports Complex staff
 - Assess demand for programs/services identified through stakeholder input.

C. Prepare Report with Recommendations

- a. Written final report and recommendation.
- b. Presentation of report

Cost of Services:

<u>Task</u>	<u>Total</u>
A. Market Research and Assessment	\$5,000
B. Stakeholder Meetings	\$1,000
C. Report with Recommendations	\$ 500
Personnel Total	\$6,500

Reimbursables:

It is estimated that no travel will be required to complete this scope of services.

Total Project Cost: \$6,500

**SCHEDULE 2
PERA QUESTIONNAIRE**

**COLORADO PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No ____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

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: _____

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, TO ALLOW THE SERVING OF LIQUOR AT THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

SUMMARY:

This Ordinance will approve an Amendment to the Lease and Management Agreement between the City and the Pueblo Bulls Hockey Club (PBHC) to allow the serving of liquor at the Pueblo Ice Arena.

PREVIOUS COUNCIL ACTION:

On September 12, 2022, by Ordinance No. 10270, City Council approved a Lease and Management Agreement between the City and PBHC for use and management of the Pueblo Ice Arena.

BACKGROUND:

Since 2022, the Pueblo Bulls Hockey Club has occupied, managed, operated, promoted, and maintained the Ice Arena, including the concession area and the beer licensed premises. To boost revenue, Pueblo Bulls Hockey Club has expressed the need and desire to amend Section 12 of the Lease and Management Agreement to allow liquor sales of all types, not just the currently allowed sale of beer.

FINANCIAL IMPLICATIONS:

There will be no financial implications to the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Council could choose not to approve the Amendment to the Lease and Management Agreement and keep beer as the only type of liquor sold at the Ice Arena per the current Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amendment - Pueblo Bulls - Alcoholic Beverages_05.22.23

ORDINANCE NO. 10465

AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, TO ALLOW THE SERVING OF LIQUOR AT THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

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

SECTION 1.

The Amendment to the Lease and Management Agreement ("Amendment") between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Bulls Hockey Club, Inc., a Colorado Corporation, dated May 22, 2023, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Amendment on behalf of the City, and the City Clerk is directed to affix the seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Amendment to implement the transactions described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

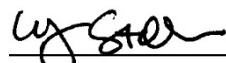
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

**AMENDMENT TO THE
LEASE AND MANAGEMENT AGREEMENT
FOR PUEBLO ICE ARENA**

THIS AMENDMENT ("Amendment") to the Lease and Management Agreement is made and entered into this 22nd day of May, 2023 ("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").

WHEREAS, Manager and City entered into a Lease and Management Agreement dated September 12, 2022 ("Agreement"), approved via Ordinance No. 10270, wherein Manager agreed to manage and lease City's Ice Arena (as same is defined in the Agreement); and

WHEREAS, Manager now desires to obtain a full liquor license in order to serve alcoholic beverages at the Ice Arena during various events.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties agree as follows:

- I. Section 12 of the Agreement shall be deleted in its entirety and replaced with the following:

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, expense, and risk, sufficient and adequate food, foodstuffs, non-alcoholic beverages, alcoholic beverages, equipment, furnishings, furniture, dishes, glasses, and utensils 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 selling alcoholic beverages after it obtains all necessary licenses, 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 alcoholic beverages of the type authorized by its liquor license.
 - (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 accordance with the Colorado Liquor Code.
- (d) Manager will be responsible for and shall 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.

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

IN WITNESS WHEREOF, City and Manager have executed this Amendment as of the date first written above.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

PUEBLO BULLS HOCKEY CLUB, INC.
A COLORADO CORPORATION

By _____
Nicholas A. Gradisar, Mayor

By _____
Name _____
Title _____

Attest: _____
City Clerk

Attest: _____
Secretary

APPROVED AS TO FORM:

City Attorney



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 2 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL BUILDING CODE, THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE, AND THE 2021 INTERNATIONAL EXISTING BUILDING CODE, ALL PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached for consideration is a proposed Ordinance to adopt the 2021 International Building Code. The 2021 International Energy Conservation Code and the 2021 International Existing Building Code are secondary codes.

PREVIOUS COUNCIL ACTION:

Periodically, the City Council considers adoption of an updated version of the International Building Code with minor amendments. The Council adopted the 2015 International Building Code on July 13, 2015 by Ordinance No. 8894.

BACKGROUND:

This Ordinance is necessitated by an update to the 2021 International Building Code and the City's policy to stay current with national and international building codes. The Pueblo Regional Building Department (Department) seeks to amend the code in compliance with C.R.S. 31-15-602 regarding energy efficient building codes. Additional requirements will apply if the Code is adopted on or after July 1, 2023.

FINANCIAL IMPLICATIONS:

Adoption of this Ordinance will not result in the City incurring a new fiscal obligation.

BOARD/COMMISSION RECOMMENDATION:

The Department's Building Board of Appeals recommends approval of the Ordinance.

STAKEHOLDER PROCESS:

The Pueblo Association of Homebuilders and the Pueblo General Contractors Association have not raised any objections to the adoption of the 2021 version of the International Building Code or this proposed Ordinance.

ALTERNATIVES:

Failure to enact this Ordinance results in the City operating under building codes which are out of date. This could result in a lowering of the Department's Insurance Services Office, Inc. ("ISO") rating.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ORD - Chapter 2 Regional Building Code Changes

ORDINANCE NO. 10466

AN ORDINANCE AMENDING CHAPTER 2 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL BUILDING CODE, THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE, AND THE 2021 INTERNATIONAL EXISTING BUILDING CODE, ALL PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates matter being added):

SECTION 1.

Section 1 of Chapter 2, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-2-1. International Building Code; adoption by reference.

(a) The International Building Code, 20~~[15]~~21 edition, promulgated and published by the International Code Council, Inc., 4051 ~~[West]~~Flossmoor Road, Country Club Hills, IL 60478, together with the following Appendices: Appendix C (Group U Agricultural Buildings); Appendix H (Signs); and Appendix I (Patio Covers), hereinafter collectively referred to as the "International Building Code" or "I.B.C.," together with the minor codes entitled "International Energy Conservation Code," 20~~[15]~~21 Edition, promulgated and published by the International Code Council, Inc., 4051 ~~[West]~~Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "I.E.C.C.," and the International Existing Building Code 20~~[15]~~21 Edition, promulgated and published by the International Code Council, Inc., 4051 ~~[West]~~Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "I.E.B.C.," as amended by this Chapter, are adopted by reference; provided, however, that Sections C~~[109]~~110, entitled "Board of Appeals," ~~[C405.2.3, entitled "Daylight - responsive controls," C405.2.3.1, entitled "Daylight - responsive control functions," C405.2.3.2, entitled "Sidelight daylight zone," and C405.2.3.3, entitled "Toplight daylight zone" of the I.E.C.C.]~~ and R110, entitled "Means of Appeals" of the I.E.C.C. are not adopted and are expressly deleted. In addition, Sections 112 entitled "Means of Appeals,"~~[607]~~406 entitled "Electrical," ~~[609]~~408 entitled "Plumbing," 808 entitled "~~[Electrical]~~Plumbing," ~~[810]~~806 entitled "~~[Plumbing]~~ Electrical," ~~[1008]~~1007 "Electrical" and ~~[1010]~~ 1009 entitled "Plumbing" of the I.E.B.C. are expressly deleted.

(b) Copies of the I.B.C., I.E.B.C. and I.E.C.C. are available in the office of the Pueblo Regional Building Department for distribution and sale to the public. The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures within the City shall be in compliance with the terms and provisions of this Chapter and the I.B.C., I.E.B.C. and the I.E.C.C.

SECTION 2.

Section 2 of Chapter 2, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-2-2. Amendments, IBC and IECC.

(a) Section 103 of the I.B.C., entitled "[Department of Building Safety] **Code Compliance Agency**," is amended to read as follows:

"103 Pueblo Regional Building Department - Enforcement Agency. Administration and enforcement of this Code and all related and secondary codes are hereby delegated to the Pueblo Regional Building Department. Wherever in this Code the phrase 'building official' appears, it shall be construed to refer to the Building Official of the Pueblo Regional Building Department or the Building Official's designated representative. The Building Official, the Building Official's designated representatives, and such building inspectors as the Building Official may appoint, shall be vested with the authority of a law enforcement officer with respect to enforcing this Code and Chapter 2 of Title IV of the Pueblo Municipal Code, including the authority to issue summons and complaints for the violation thereof."

(b) Section 103.1, entitled "Creation of enforcement agency," Section 103.2, entitled "Appointment," and Section 103.3, entitled "Deputies," of the I.B.C. are hereby deleted.

(c) Subsection 105.2 of the I.B.C., entitled "Work exempt from permit," Number (9) is amended to read as follows:

"9. Prefabricated swimming pools accessory to a Group R-3 occupancy and are installed entirely above ground."

(d) Section 105 of the I.B.C., entitled "Permits," is amended by the addition of Subsection 105.8 to read as follows:

"105.8 Issuance of permit. A building permit shall be issued only to the contractor performing the work covered by the contract between the owner and the contractor. Such permit shall be delivered only to the contractor or the contractor's authorized representative(s). If any portion of the work is excluded from the contract, the application or permit shall state the portions so excluded. If the contractor is discharged or abandons the work, the contractor shall immediately notify the building official in writing. No further work shall be performed until a successor contractor has been selected who shall notify the building official in writing of the contractor's selection to complete the work."

(e) Subsection 107.1 of the I.B.C., entitled "General" is amended by the addition of the following paragraph:

"Construction documents will also include all plans and specifications, drawings, diagrams, calculations, computations, reports, specifications and other necessary data to complete the habitable structure, along with the necessary code study to compare and delineate the occupancy use and fire-resistive type of construction within the I.B.C. Each set of plans and specifications shall bear the stamp or seal and signature of an engineer or architect licensed under Title 12 of the Colorado Revised Statutes and in accordance with Sections [12-25-117]**12-120-216** and [12-25-317]**12-120-417**, C.R.S., respectively."

(f) Subsection 109.2 of the I.B.C., entitled "Schedule of permit fees," is amended by the addition of two (2) new subsections, 109.2.1 and 109.2.2, to read as follows:

"109.2.1 Permit fees. The fee for each permit shall be as established in the fee schedule adopted by the City Council by resolution.

["]109.2.2 Plan review fees. Plan review fees shall be as established in the fee schedule adopted by the City Council by resolution."

(g) Section 111 of the I.B.C., entitled "Certificate of Occupancy," is amended by the addition of a new Subsection 111.3.1, which shall read as follows:

"111.3.1 Public improvement requirements for a certificate of occupancy. Applications for building permits for buildings or structures classified in all occupancy Groups [A, B, E, F, H, I, M, R-1, R-2, R-4 and S] shall be accompanied by a set of plans or a drawing which shows all existing and proposed public improvements required by the ordinances of the City. Such plans shall be prepared by and bear the seal of an architect or engineer licensed to practice in Colorado. [Applications for building permits for buildings or structures classified in occupancy Group R-3 shall be accompanied by a set of plans or a drawing which shows all existing and proposed public improvements required by the ordinances of the City].

["]Before any building permit is issued, all applications for building permits and accompanying plans or drawings shall be reviewed by the Director of Public Works to determine whether the proposed construction will require the installation or reconstruction of public improvements. For purposes of this Section, public improvements shall include but not be limited to street paving, curbs, gutters, sidewalks, curb ramps, drainage facilities and the dedication of land for such purposes. Upon request, the Director of Public Works shall provide a written statement of the public improvements that will be required as a condition to issue a building permit and a certificate of occupancy. No certificate of occupancy shall be issued for any structure or building until all public improvements required by the ordinances of the City shall be constructed in full compliance with City engineering regulations, design standards and construction specifications as adopted by resolution of the City Council. Acceptance of required public improvements shall be completed upon written notification signed by the Director of Public Works.

["] If it is determined by the Director of Public Works that any such public improvements are necessitated by the proposed construction, a condition shall be inserted in any building permit to be issued for such proposed construction which shall require the dedication of such land and improvements to the City. The applicant for such building permits, if not the owner, shall notify the owner of the requirements to dedicate to the City such public improvements. The cost of any such improvements shall be borne by the owner, and the construction shall be subject to the provisions of all applicable City ordinances, resolutions, regulations and policies.

[“] Failure to comply with the provisions for public improvements required by this Section shall be deemed a violation of the Building Code and shall constitute grounds for applicable penalties as provided in Titles IV and [IX] XII of the Pueblo Municipal Code and to revoke any issued certificate of occupancy or temporary certificate of occupancy."

(h) Subsection 113.3 of the I.B.C., entitled "**[Qualification]Qualifications**" is amended to read as follows:

"113.3 Qualifications. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction."

(i) Subsection 114.4 of the I.B.C., entitled "Violation penalties," is amended to read as follows:

"114.4 Violation penalties. Any person, firm or corporation violating any of the provisions of this code, upon conviction thereof, shall be punished as provided in Section 4-2-5 of the Pueblo Municipal Code. The application of any such penalty shall not be held to prevent the enforced removal of prohibited conditions."

(j) Subsection 116.1 of the I.B.C., entitled "**Unsafe conditions** **[Conditions]**," is amended by revising the second sentence thereof to read as follows:

"All such unsafe buildings, structures, or appendages are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in Chapter 7 of Title IV of the Pueblo Municipal Code, entitled 'Unsafe Structures.' As an alternative, the building official or other employee or official of the Pueblo Regional Building Department may institute any other appropriate action to prevent, restrain, correct or abate the violation."

(k) Subsection 116.2 of the I.B.C., entitled "Record," is deleted.

(l) Subsection 116.3 of the I.B.C., entitled "Notice," is deleted.

(m) Subsection 116.4 of the I.B.C., entitled "Method of service," is deleted.

(n) Subsection 116.5 of the I.B.C., entitled "Restoration **or abatement**," is deleted.

(o) Subsection 1608 of the I.B.C., entitled "Snow Loads," is amended by the addition of a new Subsection, entitled "Table 1608.3 Pueblo County Snow Loads," as follows:

**"Table 1608.3
Pueblo County Snow Loads**

Elevation (asl)	Ground Snow Load (PSF)
5,300	20
5,550	23
5,800	25
6,050	27
6,300	30
6,550	33
6,800	35
7,050	38
7,300	40
7,550	41
7,800	43
8,050	44
8,300	45
8,550	46
8,800	48
9,050	49
9,300	50
9,550	51
9,800	52
10,050	54
10,300	55
10,550	56
10,800	58
11,050	59
11,300	60

(p) Subsection 1809.5 of the I.B.C., entitled "Frost protection," Number (1) is amended to read as follows:

"1. Extending below the frost line of twenty-six (26) inches."

(q) Subsection 3001.**[2]3**, **entitled "Referenced standards,"** of the I.B.C. is amended to read as follows:

"3001.[2]3** Referenced standards.** The construction, alteration, repair, service and maintenance of elevators and conveying systems and their components shall comply with the statutory requirements contained in Article 5.5 of Title 9, C.R.S. ("Elevator and Escalator Certification Act"). The administrator, as required by the Elevator and Escalator Certification Act, has promulgated rules which, among other things, adopt the following

standards: (1) ASME A17.1, A17.3 and A18.1; and (2) ASCE 21-13 [Parts 1, 2, 3 and 4.] In addition, the administrator has adopted ASME A17.2 as a guide for inspections. The administrative rule adopting these standards is published in 7 C.C.R. 1101-8 at Section 2-2[-1], as amended, and the rule adopting ASME A17.2 is published in 7 C.C.R. 1101-8 at Section 2-3-1-1, as amended."

(r) Section 3103 of the I.B.C., entitled "Temporary Structures," is amended by the addition of a new Subsection 3103.5, to read as follows:

"3103.5 Temporary office units. Temporary office units ('units') may be used while permanent office facilities are being constructed, provided that the following conditions are met:

"1. Units must be I.B.C.-approved or inspected and approved by an ICC certified inspector.

"2. All required building permits for the units must be issued, and all applicable regulations and ordinances then in effect be complied with.

"3. The units must be removed within 15 days after the permanent office facilities have been substantially completed."

(s) [Subsection 3109.4 of the I.B.C., entitled "Residential swimming pools," is deleted] **Reserved.**

(t) Section 3303 of the I.B.C., entitled "Demolition," is amended by the addition of two (2) new Subsections, 3303.8 and 3303.9, to read as follows:

"3303.8 Utility removal. Unless new construction upon the site of the demolished building is contemplated within ninety (90) days after the completion of wrecking operations, the person wrecking the same shall remove all underground utilities to the property line, except the water service line which shall be removed to the main. The contractor shall provide the Pueblo Regional Building Department with proof that all utilities have been secured in accordance with the requirements of the responsible utility companies.

"3303.9 Final grade after demolition. After completing the demolition work, all trash, debris, and construction materials shall be removed from the site. Excavations shall not be backfilled with debris or construction materials, but, when approved by the building official, existing structurally sound walls below grade and basement slabs may be left in place. When basement slabs are to be left in place, they shall be broken up or drilled in such manner as to allow proper drainage after they are backfilled. All holes, excavations, basements, cellars, and similar excavations shall be filled with granular materials thoroughly wetted and compacted, and the site left in a clean and graded condition."

(u) Appendix H, Subsection H101.2 of the I.B.C., entitled "Signs Exempt From Permits," Number (1) is amended to read as follows:

"(1) Signs painted on the surface of a building."

(v) Appendix H, Subsection H101.2 of the I.B.C., entitled "Signs Exempt From Permits," is amended by the addition of Exemptions (6) and (7), to read as follows:

"(6) Signs lower than six (6) feet above grade.

"(7) Paper, synthetic or other cloth-type nonrigid banners which have thirty (30) square feet or fewer, located on private property and remain no more than sixty (60) days."

(w) Section H103 of Appendix H of the I.B.C., entitled "Location," is amended by the addition of new subsections H103.2, H103.2.1 and H103.2.2, entitled "Placement or Projection Over Public Property Prohibited."

"H103.2 Placement or Projection Over Public Property Prohibited. Unless authorized by revocable permit issued pursuant to Section 16-9 of the Charter or Section 9-10-87 or 9-10-88 of the Pueblo Municipal Code, as amended, and notwithstanding any other provision of this code to the contrary, after the effective date of the ordinance adopting this section, no sign permit shall be granted for, nor shall any sign be placed upon or project over, any public street or alley. Unless authorized by revocable permit or Section 9-10-87 or 9-10-88 of the Pueblo Municipal Code, signs shall not be erected upon structures located within the public right-of-way. In the event any sign exists contrary to this provision on the date of enactment of this provision, it shall be deemed a nonconforming structure which shall be either removed or made to comply with Subsections H103.2.1 and H103.2.2.

"H103.2.1. Signs or sign structures shall not project into a public alley below a height of 14 feet above grade, nor project more than 12 inches when the sign structure is located 14 feet to 16 feet above grade. The sign or sign structure may project not more than 36 inches into a public alley when the sign or sign structure is located more than 16 feet above grade.

"H103.2.2. Signs shall not project within 2 feet of the curb line of any street or road."

(x) Subsection H110.1 of Appendix H of the I.B.C., entitled "General," is amended by deleting the last sentence of the first paragraph and by adding a second paragraph, to read as follows:

"H110.1 General. Roof signs shall be constructed entirely of metal or other approved noncombustible material except as provided for in Sections H106.1.1 and H107.1. Provisions shall be made for electric grounding of metallic parts. Where combustible materials are permitted in letters or other ornamental features, wiring and tubing shall be kept free and insulated therefrom. Roof signs shall be so constructed as to leave a clear space of not less than 6 feet (1,829 mm) between the roof level and the lowest part of the sign and shall have at least 5 feet (1,524 mm) of clearance between the vertical supports thereof.

Exception: Signs on flat roofs with every part of the roof accessible.

Roof signs may project over public property only if authorized by revocable permit issued pursuant to Section 16-9 of the Charter or Section 9-10-88 of the Pueblo Municipal Code. Roof signs may project beyond a legal setback line if complying with the requirements specified in Section H103 and Section 17-4-31 of the Pueblo Municipal Code."

(y) IECC Table C402.1.3, entitled "OPAQUE THERMAL ENVELOPE INSULATION COMPONENT MINIMUM REQUIREMENTS, R-VALUE METHOD" is amended to read as follows:

	<u>5 AND MARINE 4</u>	<u>5 AND MARINE 4</u>
	<u>All other</u>	<u>Group R</u>
<u>Insulation entirely above roof deck</u>	<u>R-30ci</u>	<u>R-30ci</u>
<u>Metal buildings</u>	<u>R-19 + R-11 LS</u>	<u>R-19 + R-11 LS</u>
<u>Attic and other</u>	<u>R-38</u>	<u>R-49</u>
	<u>Walls, above grade</u>	<u>Walls, above grade</u>
<u>Mass</u>	<u>R-11.4ci</u>	<u>R-13.3ci</u>
<u>Metal building</u>	<u>R-13+13ci</u>	<u>R-13 + R-13ci</u>
<u>Metal framed</u>	<u>R-13+R7.5ci</u>	<u>R-13 + R-7.5ci</u>
<u>Wood framed and other</u>	<u>R-13 + R-3.8ci or R20</u>	<u>R-13 + R-7.5ci or R-20 + R-3.8ci</u>
	<u>Walls, below grade</u>	<u>Walls, below grade</u>
<u>Below-grade wall</u>	<u>R-7.5ci</u>	<u>R-7.5ci</u>
	<u>Floors</u>	<u>Floors</u>
<u>Mass</u>	<u>R-10ci</u>	<u>R-12ci</u>
<u>Joist/framing</u>	<u>R-30</u>	<u>R-30</u>
	<u>Slab-on-grade floors</u>	<u>Slab-on-grade floors</u>
<u>Unheated slabs</u>	<u>R-10 for 24" below</u>	<u>R-10 for 24" below</u>
<u>Heated slabs</u>	<u>R-15 for 36" below + R-5 full slab</u>	<u>R-15 for 36" below+R-5 full slab</u>

(z) IECC Table C402.4 entitled "Building Envelope Fenestration Maximum U-Factor and SHGC Requirements", is amended to read as follows:

<u>CLIMATE ZONE</u>	<u>5 AND MARINE 4</u>
<u>Vertical fenestration</u>	<u>Vertical fenestration</u>
<u>U-factor</u>	<u>U-factor</u>
<u>Fixed fenestration</u>	<u>.38</u>
<u>Operable fenestration</u>	<u>0.45</u>
<u>Entrance doors</u>	<u>.77</u>

(aa) Table R402.1.2, entitled "Maximum Assembly U-Factors and Fenestration Requirements" of the IECC is amended to read as follows:

<u>CLIMATE ZONE</u>	<u>FENESTRATION U-FACTOR f</u>	<u>SKYLIGHT U-FACTOR</u>	<u>GLAZED FENESTRATION SHGC d,</u>	<u>CEILING U-FACTOR</u>	<u>WOOD FRAME WALL U-FACTOR</u>	<u>MASS WALL U-FACTOR b</u>	<u>FLOOR U-FACTOR</u>	<u>BASEMENT WALL U-FACTOR</u>	<u>CRAWL SPACE WALL U-FACTOR</u>
<u>5 and MARINE 4</u>	<u>0.32</u>	<u>0.55</u>	<u>0.40</u>	<u>0.026</u>	<u>0.06</u>	<u>0.082</u>	<u>0.033</u>	<u>0.050</u>	<u>0.055</u>

Footnotes

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. Mass wall shall be in accordance with Section 402.2.5 where more than half of the insulation is on the interior, the mass wall U-factors shall not exceed 0.065 in Climate Zone 5 and Marine 4.

d. The SHCG column applies to all glazed fenestration.

f. A maximum U-factor of 0.32 shall apply in Climate Zone 5-8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation above sea level.

(bb) Table R402.1.3, entitled “Insulation Minimum R-Values and Fenestration Requirements by Components” of the IECC is amended to read as follows:

<u>CLIMATE ZONE</u>	<u>FENESTRATION U-FACTOR b, i</u>	<u>SKYLIGHT U-FACTOR b</u>	<u>GLAZED FENESTRATION SHGC b</u>	<u>CEILING U-FACTOR</u>	<u>WOOD FRAME WALL U-FACTOR g</u>	<u>MASS WALL U-FACTOR h</u>	<u>FLOOR U-FACTOR</u>	<u>BASEMENTc,g WALL R-VALUE c,g</u>	<u>SLABd R-VALUE & DEPTH d</u>	<u>CRAWL SPACE WALL U-FACTOR c,g</u>
<u>5 and MARINE 4</u>	<u>0.32 i</u>	<u>0.55</u>	<u>0.40</u>	<u>49</u>	<u>20 h or 13+5ci h</u>	<u>13/17</u>	<u>30</u>	<u>15ci or 19 or 13&5ci</u>	<u>2f</u>	<u>15ci or 19 or 13&5ci</u>

Footnotes

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. The fenestration U-factor columns excludes skylights. The SHGC applies to all glazed fenestration.

c. “5ci or 13” means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. “10ci or 13” means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. “15ci or 19 or 13&5ci” means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs, as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, “13&5” means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation.

(cc) Section R404.1, entitled "Lighting equipment", of the IECC is amended to read as follows:

R404.1 Lighting equipment. Not less than 90% of all permanently installed fixtures, excluding kitchen appliance lighting fixtures, shall contain high-efficiency lighting sources.

SECTION 3.

Section 6 of Chapter 2, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-2-6. Protection of the public during construction or demolition.

To fully implement Section 3303 of the International Building Code, the following additional requirements shall be applicable to all construction or demolition activities adjacent to a public way or which require or involve any temporary occupancy of public property for fences, walkways or other protective devices:

(1) Prior to issuance of any building or demolition permit under the International Building Code, the applicant shall submit complete plans and specifications for the work, together with a routing form provided by the Building Official, to the Director of Public Works and to the Traffic Engineer for review. The Director and Traffic Engineer shall thereupon make a preliminary determination whether Section 3303 of the International Building Code will require protection of pedestrians or any temporary use or closure of streets, alleys or sidewalks, and shall notify the applicant and Building Official of such determination, which shall also be recorded upon the routing form. Thereafter, the Building Official shall condition the issuance of any permit upon compliance with the requirements of Section 3303 of the International Building Code and this Section.

(2) In the event that Section 3303 of the International Building Code or the terms of any building or demolition permit issued under the International Building Code at any time require the erection of any temporary walkway, fence or other protective device upon any street, alley, sidewalk or other public way, the permittee shall not erect same until a separate permit therefor shall have been first applied for and obtained from the Director of Public Works, in the same manner and with the same requirements applicable thereto, as applies for street or sidewalk excavations under Chapter 6 of Title XII of this Code.

(3) In the event that Section 3303 of the International Building Code, the terms of any building or demolition permit, or public safety, as determined by the Traffic Engineer, requires the temporary closure of any street, alley or sidewalk, or any portion thereof, the permittee shall first make application therefor to the Traffic Engineer and shall comply with all requirements for barricades, flagging, warning devices and detour signage

reasonably required by the Traffic Engineer pursuant to Title XV of this Code and the Model Traffic Code adopted therein.

(4) Nothing in Subsection (1) above shall operate, nor shall it be construed to bar, [e-stop] **estop** or otherwise limit or restrict the authority of the Director, the Traffic Engineer or the Building Official to require, at any time, walkways or other protective measures to be provided in connection with any construction or demolition, notwithstanding that the same were not made a condition of any permit at the time of permit issuance.

(5) It shall be unlawful for any person to place or store any materials or equipment used in or required for construction or demolition work, or to erect any walkway, barricades, canopy, railing or fence upon any public property without having first obtained a permit in writing from the Director of Public Works.

(6) No building permit shall be issued by the Building Official until there shall have been obtained such permit from the Director of Public Works.

SECTION 4.

A public hearing to consider the adoption of the International Building Code, 2021 Edition, the International Existing Building Code, 2021 Edition, and the International Energy Conservation Code, 2021 with modifications, shall be held in the Council Chambers, City Hall, 1 City Hall Place, Pueblo, Colorado at 7:00 p.m. on May 22, 2023. The City Clerk is directed to publish notice of such hearing pursuant to Section 1-1-7 of the Pueblo Municipal Code.

SECTION 5.

The adoption of this Ordinance, the 2021 International Building Code, the 2021 International Existing Building Code, and the 2021 International Energy Conservation Code shall not create any duty to any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said codes. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or Pueblo Regional Building Department, or their officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or said codes. Nothing in the Ordinance or in said codes shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. et seq., or to waive any immunities or limitation on liability otherwise available to the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees or agents.

SECTION 6.

If any part, section, subsection, sentence, clause or phrase of this Ordinance or the adopted 2021 International Building Code, 2021 International Existing Building Code, and the 2021 International Energy Conservation Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or of

the 2021 International Building Code, the 2021 International Existing Building Code, and the 2021 International Energy Conservation Code.

SECTION 7.

The Council finds and declares that a certified true copy of the International Building Code, 2021 Edition, the International Existing Building Code, 2021 Edition, and the International Energy Conservation Code, 2021 Edition, have been on file in the office of the City Clerk of the City of Pueblo for not less than 15 days preceding the public hearing referred to in Section 4 of this Ordinance, and shall remain in said office for public inspection. After adoption of the Ordinance, copies of the 2021 International Building Code, the 2021 International Existing Building Code, and the 2021 International Energy Conservation Code shall be kept in the office of the Pueblo Regional Building Department, 830 N. Main Street, Suite 100, Pueblo, Colorado 81003. Copies of the 2021 International Building Code, the 2021 International Existing Building Code, and the 2021 International Energy Conservation Code shall be available through the Pueblo Regional Building Department for purchase by the public at a moderate price.

SECTION 8.

This Ordinance shall become effective June 29, 2023 after final action by Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



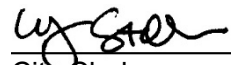
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL BUILDING CODE, THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE, AND THE 2021 INTERNATIONAL EXISTING BUILDING CODE, ALL PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates matter being added):

SECTION 1.

Section 1 of Chapter 2, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-2-1. International Building Code; adoption by reference.

(a) The International Building Code, 20~~[15]~~21 edition, promulgated and published by the International Code Council, Inc., 4051 ~~[West]~~Flossmoor Road, Country Club Hills, IL 60478, together with the following Appendices: Appendix C (Group U Agricultural Buildings); Appendix H (Signs); and Appendix I (Patio Covers), hereinafter collectively referred to as the "International Building Code" or "I.B.C.," together with the minor codes entitled "International Energy Conservation Code," 20~~[15]~~21 Edition, promulgated and published by the International Code Council, Inc., 4051 ~~[West]~~Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "I.E.C.C.," and the International Existing Building Code 20~~[15]~~21 Edition, promulgated and published by the International Code Council, Inc., 4051 ~~[West]~~Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "I.E.B.C.," as amended by this Chapter, are adopted by reference; provided, however, that Sections C~~[109]~~110, entitled "Board of Appeals," ~~[C405.2.3, entitled "Daylight - responsive controls," C405.2.3.1, entitled "Daylight - responsive control functions," C405.2.3.2, entitled "Sidelight daylight zone," and C405.2.3.3, entitled "Toplight daylight zone" of the I.E.C.C.]~~ and R110, entitled "Means of Appeals" of the I.E.C.C. are not adopted and are expressly deleted. In addition, Sections 112 entitled "Means of Appeals,"~~[607]~~406 entitled "Electrical," ~~[609]~~408 entitled "Plumbing," 808 entitled "~~[Electrical]~~Plumbing," ~~[810]~~806 entitled "~~[Plumbing]~~ Electrical," ~~[1008]~~1007 "Electrical" and ~~[1010]~~ 1009 entitled "Plumbing" of the I.E.B.C. are expressly deleted.

(b) Copies of the I.B.C., I.E.B.C. and I.E.C.C. are available in the office of the Pueblo Regional Building Department for distribution and sale to the public. The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures within the City shall be in compliance with the terms and provisions of this Chapter and the I.B.C., I.E.B.C. and the I.E.C.C.

SECTION 2.

Section 2 of Chapter 2, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-2-2. Amendments, IBC and IECC.

(a) Section 103 of the I.B.C., entitled "[Department of Building Safety] **Code Compliance Agency**," is amended to read as follows:

"103 Pueblo Regional Building Department - Enforcement Agency. Administration and enforcement of this Code and all related and secondary codes are hereby delegated to the Pueblo Regional Building Department. Wherever in this Code the phrase 'building official' appears, it shall be construed to refer to the Building Official of the Pueblo Regional Building Department or the Building Official's designated representative. The Building Official, the Building Official's designated representatives, and such building inspectors as the Building Official may appoint, shall be vested with the authority of a law enforcement officer with respect to enforcing this Code and Chapter 2 of Title IV of the Pueblo Municipal Code, including the authority to issue summons and complaints for the violation thereof."

(b) Section 103.1, entitled "Creation of enforcement agency," Section 103.2, entitled "Appointment," and Section 103.3, entitled "Deputies," of the I.B.C. are hereby deleted.

(c) Subsection 105.2 of the I.B.C., entitled "Work exempt from permit," Number (9) is amended to read as follows:

"9. Prefabricated swimming pools accessory to a Group R-3 occupancy and are installed entirely above ground."

(d) Section 105 of the I.B.C., entitled "Permits," is amended by the addition of Subsection 105.8 to read as follows:

"105.8 Issuance of permit. A building permit shall be issued only to the contractor performing the work covered by the contract between the owner and the contractor. Such permit shall be delivered only to the contractor or the contractor's authorized representative(s). If any portion of the work is excluded from the contract, the application or permit shall state the portions so excluded. If the contractor is discharged or abandons the work, the contractor shall immediately notify the building official in writing. No further work shall be performed until a successor contractor has been selected who shall notify the building official in writing of the contractor's selection to complete the work."

(e) Subsection 107.1 of the I.B.C., entitled "General" is amended by the addition of the following paragraph:

"Construction documents will also include all plans and specifications, drawings, diagrams, calculations, computations, reports, specifications and other necessary data to complete the habitable structure, along with the necessary code study to compare and delineate the occupancy use and fire-resistive type of construction within the I.B.C. Each set of plans and specifications shall bear the stamp or seal and signature of an engineer or architect licensed under Title 12 of the Colorado Revised Statutes and in accordance with Sections [12-25-117]**12-120-216** and [12-25-317]**12-120-417**, C.R.S., respectively."

(f) Subsection 109.2 of the I.B.C., entitled "Schedule of permit fees," is amended by the addition of two (2) new subsections, 109.2.1 and 109.2.2, to read as follows:

"109.2.1 Permit fees. The fee for each permit shall be as established in the fee schedule adopted by the City Council by resolution.

["]109.2.2 Plan review fees. Plan review fees shall be as established in the fee schedule adopted by the City Council by resolution."

(g) Section 111 of the I.B.C., entitled "Certificate of Occupancy," is amended by the addition of a new Subsection 111.3.1, which shall read as follows:

"111.3.1 Public improvement requirements for a certificate of occupancy. Applications for building permits for buildings or structures classified in all occupancy Groups [A, B, E, F, H, I, M, R-1, R-2, R-4 and S] shall be accompanied by a set of plans or a drawing which shows all existing and proposed public improvements required by the ordinances of the City. Such plans shall be prepared by and bear the seal of an architect or engineer licensed to practice in Colorado. [Applications for building permits for buildings or structures classified in occupancy Group R-3 shall be accompanied by a set of plans or a drawing which shows all existing and proposed public improvements required by the ordinances of the City].

["]Before any building permit is issued, all applications for building permits and accompanying plans or drawings shall be reviewed by the Director of Public Works to determine whether the proposed construction will require the installation or reconstruction of public improvements. For purposes of this Section, public improvements shall include but not be limited to street paving, curbs, gutters, sidewalks, curb ramps, drainage facilities and the dedication of land for such purposes. Upon request, the Director of Public Works shall provide a written statement of the public improvements that will be required as a condition to issue a building permit and a certificate of occupancy. No certificate of occupancy shall be issued for any structure or building until all public improvements required by the ordinances of the City shall be constructed in full compliance with City engineering regulations, design standards and construction specifications as adopted by resolution of the City Council. Acceptance of required public improvements shall be completed upon written notification signed by the Director of Public Works.

["] If it is determined by the Director of Public Works that any such public improvements are necessitated by the proposed construction, a condition shall be inserted in any building permit to be issued for such proposed construction which shall require the dedication of such land and improvements to the City. The applicant for such building permits, if not the owner, shall notify the owner of the requirements to dedicate to the City such public improvements. The cost of any such improvements shall be borne by the owner, and the construction shall be subject to the provisions of all applicable City ordinances, resolutions, regulations and policies.

[“] Failure to comply with the provisions for public improvements required by this Section shall be deemed a violation of the Building Code and shall constitute grounds for applicable penalties as provided in Titles IV and [IX] XII of the Pueblo Municipal Code and to revoke any issued certificate of occupancy or temporary certificate of occupancy."

(h) Subsection 113.3 of the I.B.C., entitled "**[Qualification]Qualifications**" is amended to read as follows:

"113.3 Qualifications. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction."

(i) Subsection 114.4 of the I.B.C., entitled "Violation penalties," is amended to read as follows:

"114.4 Violation penalties. Any person, firm or corporation violating any of the provisions of this code, upon conviction thereof, shall be punished as provided in Section 4-2-5 of the Pueblo Municipal Code. The application of any such penalty shall not be held to prevent the enforced removal of prohibited conditions."

(j) Subsection 116.1 of the I.B.C., entitled "**Unsafe conditions** **[Conditions]**," is amended by revising the second sentence thereof to read as follows:

"All such unsafe buildings, structures, or appendages are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in Chapter 7 of Title IV of the Pueblo Municipal Code, entitled 'Unsafe Structures.' As an alternative, the building official or other employee or official of the Pueblo Regional Building Department may institute any other appropriate action to prevent, restrain, correct or abate the violation."

(k) Subsection 116.2 of the I.B.C., entitled "Record," is deleted.

(l) Subsection 116.3 of the I.B.C., entitled "Notice," is deleted.

(m) Subsection 116.4 of the I.B.C., entitled "Method of service," is deleted.

(n) Subsection 116.5 of the I.B.C., entitled "Restoration **or abatement**," is deleted.

(o) Subsection 1608 of the I.B.C., entitled "Snow Loads," is amended by the addition of a new Subsection, entitled "Table 1608.3 Pueblo County Snow Loads," as follows:

**"Table 1608.3
Pueblo County Snow Loads**

Elevation (asl)	Ground Snow Load (PSF)
5,300	20
5,550	23
5,800	25
6,050	27
6,300	30
6,550	33
6,800	35
7,050	38
7,300	40
7,550	41
7,800	43
8,050	44
8,300	45
8,550	46
8,800	48
9,050	49
9,300	50
9,550	51
9,800	52
10,050	54
10,300	55
10,550	56
10,800	58
11,050	59
11,300	60

(p) Subsection 1809.5 of the I.B.C., entitled "Frost protection," Number (1) is amended to read as follows:

"1. Extending below the frost line of twenty-six (26) inches."

(q) Subsection 3001.**[2]3**, **entitled "Referenced standards,"** of the I.B.C. is amended to read as follows:

"3001.[2]3** Referenced standards.** The construction, alteration, repair, service and maintenance of elevators and conveying systems and their components shall comply with the statutory requirements contained in Article 5.5 of Title 9, C.R.S. ("Elevator and Escalator Certification Act"). The administrator, as required by the Elevator and Escalator Certification Act, has promulgated rules which, among other things, adopt the following

standards: (1) ASME A17.1, A17.3 and A18.1; and (2) ASCE 21-13 [Parts 1, 2, 3 and 4.] In addition, the administrator has adopted ASME A17.2 as a guide for inspections. The administrative rule adopting these standards is published in 7 C.C.R. 1101-8 at Section 2-2[-1], as amended, and the rule adopting ASME A17.2 is published in 7 C.C.R. 1101-8 at Section 2-3-1-1, as amended."

(r) Section 3103 of the I.B.C., entitled "Temporary Structures," is amended by the addition of a new Subsection 3103.5, to read as follows:

"3103.5 Temporary office units. Temporary office units ('units') may be used while permanent office facilities are being constructed, provided that the following conditions are met:

"1. Units must be I.B.C.-approved or inspected and approved by an ICC certified inspector.

"2. All required building permits for the units must be issued, and all applicable regulations and ordinances then in effect be complied with.

"3. The units must be removed within 15 days after the permanent office facilities have been substantially completed."

(s) [Subsection 3109.4 of the I.B.C., entitled "Residential swimming pools," is deleted] **Reserved.**

(t) Section 3303 of the I.B.C., entitled "Demolition," is amended by the addition of two (2) new Subsections, 3303.8 and 3303.9, to read as follows:

"3303.8 Utility removal. Unless new construction upon the site of the demolished building is contemplated within ninety (90) days after the completion of wrecking operations, the person wrecking the same shall remove all underground utilities to the property line, except the water service line which shall be removed to the main. The contractor shall provide the Pueblo Regional Building Department with proof that all utilities have been secured in accordance with the requirements of the responsible utility companies.

"3303.9 Final grade after demolition. After completing the demolition work, all trash, debris, and construction materials shall be removed from the site. Excavations shall not be backfilled with debris or construction materials, but, when approved by the building official, existing structurally sound walls below grade and basement slabs may be left in place. When basement slabs are to be left in place, they shall be broken up or drilled in such manner as to allow proper drainage after they are backfilled. All holes, excavations, basements, cellars, and similar excavations shall be filled with granular materials thoroughly wetted and compacted, and the site left in a clean and graded condition."

(u) Appendix H, Subsection H101.2 of the I.B.C., entitled "Signs Exempt From Permits," Number (1) is amended to read as follows:

"(1) Signs painted on the surface of a building."

(v) Appendix H, Subsection H101.2 of the I.B.C., entitled "Signs Exempt From Permits," is amended by the addition of Exemptions (6) and (7), to read as follows:

"(6) Signs lower than six (6) feet above grade.

"(7) Paper, synthetic or other cloth-type nonrigid banners which have thirty (30) square feet or fewer, located on private property and remain no more than sixty (60) days."

(w) Section H103 of Appendix H of the I.B.C., entitled "Location," is amended by the addition of new subsections H103.2, H103.2.1 and H103.2.2, entitled "Placement or Projection Over Public Property Prohibited."

"H103.2 Placement or Projection Over Public Property Prohibited. Unless authorized by revocable permit issued pursuant to Section 16-9 of the Charter or Section 9-10-87 or 9-10-88 of the Pueblo Municipal Code, as amended, and notwithstanding any other provision of this code to the contrary, after the effective date of the ordinance adopting this section, no sign permit shall be granted for, nor shall any sign be placed upon or project over, any public street or alley. Unless authorized by revocable permit or Section 9-10-87 or 9-10-88 of the Pueblo Municipal Code, signs shall not be erected upon structures located within the public right-of-way. In the event any sign exists contrary to this provision on the date of enactment of this provision, it shall be deemed a nonconforming structure which shall be either removed or made to comply with Subsections H103.2.1 and H103.2.2.

"H103.2.1. Signs or sign structures shall not project into a public alley below a height of 14 feet above grade, nor project more than 12 inches when the sign structure is located 14 feet to 16 feet above grade. The sign or sign structure may project not more than 36 inches into a public alley when the sign or sign structure is located more than 16 feet above grade.

"H103.2.2. Signs shall not project within 2 feet of the curb line of any street or road."

(x) Subsection H110.1 of Appendix H of the I.B.C., entitled "General," is amended by deleting the last sentence of the first paragraph and by adding a second paragraph, to read as follows:

"H110.1 General. Roof signs shall be constructed entirely of metal or other approved noncombustible material except as provided for in Sections H106.1.1 and H107.1. Provisions shall be made for electric grounding of metallic parts. Where combustible materials are permitted in letters or other ornamental features, wiring and tubing shall be kept free and insulated therefrom. Roof signs shall be so constructed as to leave a clear space of not less than 6 feet (1,829 mm) between the roof level and the lowest part of the sign and shall have at least 5 feet (1,524 mm) of clearance between the vertical supports thereof.

Exception: Signs on flat roofs with every part of the roof accessible.

Roof signs may project over public property only if authorized by revocable permit issued pursuant to Section 16-9 of the Charter or Section 9-10-88 of the Pueblo Municipal Code. Roof signs may project beyond a legal setback line if complying with the requirements specified in Section H103 and Section 17-4-31 of the Pueblo Municipal Code."

(y) IECC Table C402.1.3, entitled "OPAQUE THERMAL ENVELOPE INSULATION COMPONENT MINIMUM REQUIREMENTS, R-VALUE METHOD" is amended to read as follows:

	<u>5 AND MARINE 4</u>	<u>5 AND MARINE 4</u>
	<u>All other</u>	<u>Group R</u>
<u>Insulation entirely above roof deck</u>	<u>R-30ci</u>	<u>R-30ci</u>
<u>Metal buildings</u>	<u>R-19 + R-11 LS</u>	<u>R-19 + R-11 LS</u>
<u>Attic and other</u>	<u>R-38</u>	<u>R-49</u>
	<u>Walls, above grade</u>	<u>Walls, above grade</u>
<u>Mass</u>	<u>R-11.4ci</u>	<u>R-13.3ci</u>
<u>Metal building</u>	<u>R-13+13ci</u>	<u>R-13 + R-13ci</u>
<u>Metal framed</u>	<u>R-13+R7.5ci</u>	<u>R-13 + R-7.5ci</u>
<u>Wood framed and other</u>	<u>R-13 + R-3.8ci or R20</u>	<u>R-13 + R-7.5ci or R-20 + R-3.8ci</u>
	<u>Walls, below grade</u>	<u>Walls, below grade</u>
<u>Below-grade wall</u>	<u>R-7.5ci</u>	<u>R-7.5ci</u>
	<u>Floors</u>	<u>Floors</u>
<u>Mass</u>	<u>R-10ci</u>	<u>R-12ci</u>
<u>Joist/framing</u>	<u>R-30</u>	<u>R-30</u>
	<u>Slab-on-grade floors</u>	<u>Slab-on-grade floors</u>
<u>Unheated slabs</u>	<u>R-10 for 24" below</u>	<u>R-10 for 24" below</u>
<u>Heated slabs</u>	<u>R-15 for 36" below + R-5 full slab</u>	<u>R-15 for 36" below+R-5 full slab</u>

(z) IECC Table C402.4 entitled "Building Envelope Fenestration Maximum U-Factor and SHGC Requirements", is amended to read as follows:

<u>CLIMATE ZONE</u>	<u>5 AND MARINE 4</u>
<u>Vertical fenestration</u>	<u>Vertical fenestration</u>
<u>U-factor</u>	<u>U-factor</u>
<u>Fixed fenestration</u>	<u>.38</u>
<u>Operable fenestration</u>	<u>0.45</u>
<u>Entrance doors</u>	<u>.77</u>

(aa) Table R402.1.2, entitled "Maximum Assembly U-Factors and Fenestration Requirements" of the IECC is amended to read as follows:

<u>CLIMATE ZONE</u>	<u>FENESTRATION U-FACTOR f</u>	<u>SKYLIGHT U-FACTOR</u>	<u>GLAZED FENESTRATION SHGC d,</u>	<u>CEILING U-FACTOR</u>	<u>WOOD FRAME WALL U-FACTOR</u>	<u>MASS WALL U-FACTOR b</u>	<u>FLOOR U-FACTOR</u>	<u>BASEMENT WALL U-FACTOR</u>	<u>CRAWL SPACE WALL U-FACTOR</u>
<u>5 and MARINE 4</u>	<u>0.32</u>	<u>0.55</u>	<u>0.40</u>	<u>0.026</u>	<u>0.06</u>	<u>0.082</u>	<u>0.033</u>	<u>0.050</u>	<u>0.055</u>

Footnotes

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. Mass wall shall be in accordance with Section 402.2.5 where more than half of the insulation is on the interior, the mass wall U-factors shall not exceed 0.065 in Climate Zone 5 and Marine 4.

d. The SHGC column applies to all glazed fenestration.

f. A maximum U-factor of 0.32 shall apply in Climate Zone 5-8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation above sea level.

(bb) Table R402.1.3, entitled “Insulation Minimum R-Values and Fenestration Requirements by Components” of the IECC is amended to read as follows:

<u>CLIMATE ZONE</u>	<u>FENESTRATION U-FACTOR b, i</u>	<u>SKYLIGHT U-FACTOR b</u>	<u>GLAZED FENESTRATION SHGC b</u>	<u>CEILING U-FACTOR</u>	<u>WOOD FRAME WALL U-FACTOR g</u>	<u>MASS WALL U-FACTOR h</u>	<u>FLOOR U-FACTOR</u>	<u>BASEMENTc,g WALL R-VALUE c,g</u>	<u>SLABd R-VALUE & DEPTH d</u>	<u>CRAWL SPACE WALL U-FACTOR c,g</u>
<u>5 and MARINE 4</u>	<u>0.32 i</u>	<u>0.55</u>	<u>0.40</u>	<u>49</u>	<u>20 h or 13+5ci h</u>	<u>13/17</u>	<u>30</u>	<u>15ci or 19 or 13&5ci</u>	<u>2f</u>	<u>15ci or 19 or 13&5ci</u>

Footnotes

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. The fenestration U-factor columns excludes skylights. The SHGC applies to all glazed fenestration.

c. “5ci or 13” means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. “10ci or 13” means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. “15ci or 19 or 13&5ci” means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs. as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, “13&5” means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation.

(cc) Section R404.1, entitled "Lighting equipment", of the IECC is amended to read as follows:

R404.1 Lighting equipment. Not less than 90% of all permanently installed fixtures, excluding kitchen appliance lighting fixtures, shall contain high-efficiency lighting sources.

SECTION 3.

Section 6 of Chapter 2, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-2-6. Protection of the public during construction or demolition.

To fully implement Section 3303 of the International Building Code, the following additional requirements shall be applicable to all construction or demolition activities adjacent to a public way or which require or involve any temporary occupancy of public property for fences, walkways or other protective devices:

(1) Prior to issuance of any building or demolition permit under the International Building Code, the applicant shall submit complete plans and specifications for the work, together with a routing form provided by the Building Official, to the Director of Public Works and to the Traffic Engineer for review. The Director and Traffic Engineer shall thereupon make a preliminary determination whether Section 3303 of the International Building Code will require protection of pedestrians or any temporary use or closure of streets, alleys or sidewalks, and shall notify the applicant and Building Official of such determination, which shall also be recorded upon the routing form. Thereafter, the Building Official shall condition the issuance of any permit upon compliance with the requirements of Section 3303 of the International Building Code and this Section.

(2) In the event that Section 3303 of the International Building Code or the terms of any building or demolition permit issued under the International Building Code at any time require the erection of any temporary walkway, fence or other protective device upon any street, alley, sidewalk or other public way, the permittee shall not erect same until a separate permit therefor shall have been first applied for and obtained from the Director of Public Works, in the same manner and with the same requirements applicable thereto, as applies for street or sidewalk excavations under Chapter 6 of Title XII of this Code.

(3) In the event that Section 3303 of the International Building Code, the terms of any building or demolition permit, or public safety, as determined by the Traffic Engineer, requires the temporary closure of any street, alley or sidewalk, or any portion thereof, the permittee shall first make application therefor to the Traffic Engineer and shall comply with all requirements for barricades, flagging, warning devices and detour signage

reasonably required by the Traffic Engineer pursuant to Title XV of this Code and the Model Traffic Code adopted therein.

(4) Nothing in Subsection (1) above shall operate, nor shall it be construed to bar, [e-stop] **estop** or otherwise limit or restrict the authority of the Director, the Traffic Engineer or the Building Official to require, at any time, walkways or other protective measures to be provided in connection with any construction or demolition, notwithstanding that the same were not made a condition of any permit at the time of permit issuance.

(5) It shall be unlawful for any person to place or store any materials or equipment used in or required for construction or demolition work, or to erect any walkway, barricades, canopy, railing or fence upon any public property without having first obtained a permit in writing from the Director of Public Works.

(6) No building permit shall be issued by the Building Official until there shall have been obtained such permit from the Director of Public Works.

SECTION 4.

A public hearing to consider the adoption of the International Building Code, 2021 Edition, the International Existing Building Code, 2021 Edition, and the International Energy Conservation Code, 2021 with modifications, shall be held in the Council Chambers, City Hall, 1 City Hall Place, Pueblo, Colorado at 7:00 p.m. on May 22, 2023. The City Clerk is directed to publish notice of such hearing pursuant to Section 1-1-7 of the Pueblo Municipal Code.

SECTION 5.

The adoption of this Ordinance, the 2021 International Building Code, the 2021 International Existing Building Code, and the 2021 International Energy Conservation Code shall not create any duty to any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said codes. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or Pueblo Regional Building Department, or their officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or said codes. Nothing in the Ordinance or in said codes shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. et seq., or to waive any immunities or limitation on liability otherwise available to the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees or agents.

SECTION 6.

If any part, section, subsection, sentence, clause or phrase of this Ordinance or the adopted 2021 International Building Code, 2021 International Existing Building Code, and the 2021 International Energy Conservation Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or of

the 2021 International Building Code, the 2021 International Existing Building Code, and the 2021 International Energy Conservation Code.

SECTION 7.

The Council finds and declares that a certified true copy of the International Building Code, 2021 Edition, the International Existing Building Code, 2021 Edition, and the International Energy Conservation Code, 2021 Edition, have been on file in the office of the City Clerk of the City of Pueblo for not less than 15 days preceding the public hearing referred to in Section 4 of this Ordinance, and shall remain in said office for public inspection. After adoption of the Ordinance, copies of the 2021 International Building Code, the 2021 International Existing Building Code, and the 2021 International Energy Conservation Code shall be kept in the office of the Pueblo Regional Building Department, 830 N. Main Street, Suite 100, Pueblo, Colorado 81003. Copies of the 2021 International Building Code, the 2021 International Existing Building Code, and the 2021 International Energy Conservation Code shall be available through the Pueblo Regional Building Department for purchase by the public at a moderate price.

SECTION 8.

This Ordinance shall become effective June 29, 2023 after final action by Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 5 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO MECHANICAL REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL MECHANICAL CODE AND THE 2021 INTERNATIONAL FUEL GAS CODE, BOTH PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached for consideration is a proposed Ordinance to adopt the 2021 International Mechanical Code and the 2021 International Fuel Gas Code. The 2021 International Fuel Gas Code is a secondary code.

PREVIOUS COUNCIL ACTION:

Periodically, the City Council considers adoption of an updated version of the International Building Code with minor amendments. The Council adopted the 2015 International Mechanical Code on July 13, 2015 by Ordinance No.8892.

BACKGROUND:

This Ordinance is necessitated by an update to the 2021 International Mechanical Code and the City's policy to stay current with national and international building codes. The Pueblo Regional Building Department (Department) seeks to amend the code in compliance with C.R.S. 31-15-602 regarding energy efficient building codes. Additional requirements will apply if the Code is adopted on or after July 1, 2023.

FINANCIAL IMPLICATIONS:

Adoption of this Ordinance will not result in the City incurring a new fiscal obligation.

BOARD/COMMISSION RECOMMENDATION:

The Department's Mechanical Board of Review recommends approval of the Ordinance.

STAKEHOLDER PROCESS:

The Pueblo Association of Homebuilders and the Pueblo General Contractors Association have not raised any objections to the adoption of the 2021 version of the International Mechanical Code or this proposed Ordinance.

ALTERNATIVES:

Failure to enact this Ordinance results in the City operating under building codes which are out of date. This could result in a lowering of the Department's Insurance Services Office, Inc. ("ISO") rating.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ORD - Chapter 5 Regional Building Code Changes

ORDINANCE NO. 10467

AN ORDINANCE AMENDING CHAPTER 5 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO MECHANICAL REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL MECHANICAL CODE AND THE 2021 INTERNATIONAL FUEL GAS CODE, BOTH PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates new matter being added):

SECTION 1.

Section 1 of Chapter 5, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-5-1. International Mechanical Code; adoption by reference.

(a) The International Mechanical Code, **[2015]2021** Edition, including all appendices, promulgated and published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "International Mechanical Code" or "I.M.C.," as amended by this Chapter, together with the minor code, entitled "International Fuel Gas Code," **[2015]2021** Edition, promulgated and published by the International Code Council, Inc., 4051 **[West]** Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "I.F.G.C.," are collectively adopted by reference; provided, however, that the following sections of the I.M.C. and I.F.G.C. are not adopted and are expressly deleted: **I.M.C. Section 103.2, entitled "Appointment," Section 103.3, entitled "Deputies,"** Section **[108]115,** entitled "Violations," and Section **[109]114,** entitled "Means of Appeal~~[.]~~," **and I.F.G.C. Section 115, entitled "Violations," Section 113, entitled "Means of Appeal." And Section 114, entitled "Boards of Appeals".**

(b) Copies of these codes are available in the office of the Pueblo Regional Building Department for distribution and sale to the public. The regulation, design, control, construction, installation, quality of materials, location, operation, alteration, repair and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances or parts thereof within the City shall be in compliance with the terms and provisions of this Chapter and the International Mechanical Code, **[2015]2021** Edition, except as same may be excluded from and specifically not covered by this Chapter and said International Mechanical Code.

SECTION 2.

Section 2 of Chapter 5, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-5-2. Amendments.

(a) Section ~~[103.1]~~**104.1** of the I.M.C., entitled "General," is amended to read as follows:

"~~[103.1]~~104.1 Pueblo Regional Building Department - Enforcement Agency.**** Administration and enforcement of this Code and all related and secondary codes are hereby delegated to the Pueblo Regional Building Department. Wherever in this Code the phrase 'code official' appears, it shall be construed to refer to the Director **or the Building Official** of the Pueblo Regional Building Department or the ~~[Director's]~~ Building Official's designated representative. The code official, the code official's designated representatives, and such mechanical inspectors as the code official may appoint, shall be vested with the authority of a law enforcement officer with respect to enforcing this Code and Chapter 5 of Title IV of the Pueblo Municipal Code, including the authority to issue summons and complaints for the violation thereof."

~~[(b) Section 103.2 of the I.M.C., entitled "Appointment," and Section 103.3 of the I.M.C., entitled "Deputies," are deleted.]~~

~~[(c)]b~~ Section ~~[106.5.2]~~**109.2** of the I.M.C., entitled "~~[Fee schedule]~~ **Schedule of permit fees**," is amended to read as follows:

"Section ~~[106.5.2]~~109.2 Fee schedule. Fees shall be as set forth in the fee schedule adopted by the City."

~~[(d) Section 306.4 of the I.M.C., entitled "Appliances under floors," is amended by the addition of the following sentence to read as follows:~~

~~"All access openings to underfloor furnaces shall be provided with a permanent ladder for equipment access."]~~

SECTION 3.

Section 3 of Chapter 5, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Section. 4-5-3. - Offenses; criminal penalties; permit revocation; other enforcement.

(a) It shall be unlawful for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Chapter or the International Mechanical Code.

(b) It shall be unlawful for any person to refuse or fail to timely comply with any order issued by the Code Official, the Director **or Building Official** of the Pueblo Regional Building Department or other designated mechanical inspector pursuant to the provision of this Chapter or the International Mechanical Code.

(c) It shall be unlawful for any person to knowingly make any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to any requirement of this Chapter or the International Mechanical Code.

(d) Any permit issued pursuant to the provisions of this Chapter or the International Mechanical Code may be suspended, terminated or revoked by the Code Official for: (1) any of the reasons stated in subsection 106.4.5 of the International Mechanical Code' or (2) any material violation of the terms of said permit or requirements applicable thereto.

(e) In the event any owner or occupant of premises within the City shall refuse entry to the Code Official or any building inspector, or if any premises are locked and the Code Official or any building inspector has been unable to obtain permission of the owner or occupant to enter, the Municipal Court is authorized to issue a search or inspection warrant authorizing such entry in accordance with the procedures set forth in the Colorado Municipal Court Rules.

(f) In the event any owner or occupant of premises within the City, or any licensed contractor, or any permittee, shall fail or refuse to comply with any provision of this Chapter, the I.M.C. or any license or permit issued thereunder, the City may initiate an action for injunctive relief in any court of competent jurisdiction to compel compliance with said chapter, I.M.C., license or permit.

(g) The enforcement remedies set forth in this Section are expressly declared to be cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other.

SECTION 4.

A public hearing to consider the adoption of the International Mechanical Code, 2021 Edition, and the International Fuel Gas Code, 2021 Edition, with modifications, shall be held in the Council Chambers, City Hall, 1 City Hall Place, Pueblo, Colorado at 7:00 p.m. on May 22, 2023. The City Clerk is directed to publish notice of such hearing pursuant to Section 1-1-7 of the Pueblo Municipal Code.

SECTION 5.

The adoption of this Ordinance, the 2021 International Mechanical Code and the 2021 International Fuel Gas Code shall not create any duty to any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this

Ordinance or said codes. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or Pueblo Regional Building Department, or their officers, employees or agents, for any damage arising out of or in any connected with the adoption, enforcement, or nonenforcement of this Ordinance or said codes. Nothing in the Ordinance or in said codes shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. et seq., or to waive any immunities or limitation on liability otherwise available to the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees or agents.

SECTION 6.

If any part, section, subsection, sentence, clause or phrase of this Ordinance or the adopted 2021 International Mechanical Code and 2021 International Fuel Gas Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or of the 2021 International Mechanical Code and the 2021 International Fuel Gas Code.

SECTION 7.

The Council finds and declares that a certified true copy of the International Mechanical Code, 2021 Edition, and the International Fuel Gas Code, 2021 Edition, have been on file in the office of the City Clerk of the City of Pueblo for not less than 15 days preceding the public hearing referred to in Section 4 of this Ordinance, and shall remain in said office for public inspection. After adoption of the Ordinance, a copy of the 2021 International Mechanical Code and the 2021 International Fuel Gas Code shall be kept in the office of the Pueblo Regional Building Department, 830 N. Main Street, Suite 100, Pueblo, Colorado 81003. Copies of the 2021 International Mechanical Code and the 2021 International Fuel Gas Code shall be available through the Pueblo Regional Building Department for purchase by the public at a moderate price.

SECTION 8.

This Ordinance shall become effective on June 29, 2023 after final action by Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

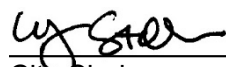
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO MECHANICAL REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL MECHANICAL CODE AND THE 2021 INTERNATIONAL FUEL GAS CODE, BOTH PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates new matter being added):

SECTION 1.

Section 1 of Chapter 5, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-5-1. International Mechanical Code; adoption by reference.

(a) The International Mechanical Code, ~~[2015]~~2021 Edition, including all appendices, promulgated and published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "International Mechanical Code" or "I.M.C.," as amended by this Chapter, together with the minor code, entitled "International Fuel Gas Code," ~~[2015]~~2021 Edition, promulgated and published by the International Code Council, Inc., 4051 ~~[West]~~ Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "I.F.G.C.," are collectively adopted by reference; provided, however, that the following sections of the I.M.C. and I.F.G.C. are not adopted and are expressly deleted: I.M.C. Section 103.2, entitled "Appointment," Section 103.3, entitled "Deputies," Section ~~[108]~~115, entitled "Violations," and Section ~~[109]~~114, entitled "Means of Appeal~~[.]~~," and I.F.G.C. Section 115, entitled "Violations," Section 113, entitled "Means of Appeal." And Section 114, entitled "Boards of Appeals".

(b) Copies of these codes are available in the office of the Pueblo Regional Building Department for distribution and sale to the public. The regulation, design, control, construction, installation, quality of materials, location, operation, alteration, repair and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances or parts thereof within the City shall be in compliance with the terms and provisions of this Chapter and the International Mechanical Code, ~~[2015]~~2021 Edition, except as same may be excluded from and specifically not covered by this Chapter and said International Mechanical Code.

SECTION 2.

Section 2 of Chapter 5, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-5-2. Amendments.

(a) Section ~~[103.1]~~**104.1** of the I.M.C., entitled "General," is amended to read as follows:

"~~[103.1]~~104.1 Pueblo Regional Building Department - Enforcement Agency.**** Administration and enforcement of this Code and all related and secondary codes are hereby delegated to the Pueblo Regional Building Department. Wherever in this Code the phrase 'code official' appears, it shall be construed to refer to the Director or the Building Official of the Pueblo Regional Building Department or the ~~[Director's]~~ Building Official's designated representative. The code official, the code official's designated representatives, and such mechanical inspectors as the code official may appoint, shall be vested with the authority of a law enforcement officer with respect to enforcing this Code and Chapter 5 of Title IV of the Pueblo Municipal Code, including the authority to issue summons and complaints for the violation thereof."

~~[(b) Section 103.2 of the I.M.C., entitled "Appointment," and Section 103.3 of the I.M.C., entitled "Deputies," are deleted.]~~

~~[(c)]~~**b** Section ~~[106.5.2]~~**109.2** of the I.M.C., entitled "~~[Fee schedule]~~ **Schedule of permit fees.**" is amended to read as follows:

"Section ~~[106.5.2]~~109.2 Fee schedule. Fees shall be as set forth in the fee schedule adopted by the City."

~~[(d) Section 306.4 of the I.M.C., entitled "Appliances under floors," is amended by the addition of the following sentence to read as follows:~~

~~"All access openings to underfloor furnaces shall be provided with a permanent ladder for equipment access."]~~

SECTION 3.

Section 3 of Chapter 5, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Section. 4-5-3. - Offenses; criminal penalties; permit revocation; other enforcement.

(a) It shall be unlawful for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Chapter or the International Mechanical Code.

(b) It shall be unlawful for any person to refuse or fail to timely comply with any order issued by the Code Official, the Director **or Building Official** of the Pueblo Regional Building Department or other designated mechanical inspector pursuant to the provision of this Chapter or the International Mechanical Code.

(c) It shall be unlawful for any person to knowingly make any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to any requirement of this Chapter or the International Mechanical Code.

(d) Any permit issued pursuant to the provisions of this Chapter or the International Mechanical Code may be suspended, terminated or revoked by the Code Official for: (1) any of the reasons stated in subsection 106.4.5 of the International Mechanical Code' or (2) any material violation of the terms of said permit or requirements applicable thereto.

(e) In the event any owner or occupant of premises within the City shall refuse entry to the Code Official or any building inspector, or if any premises are locked and the Code Official or any building inspector has been unable to obtain permission of the owner or occupant to enter, the Municipal Court is authorized to issue a search or inspection warrant authorizing such entry in accordance with the procedures set forth in the Colorado Municipal Court Rules.

(f) In the event any owner or occupant of premises within the City, or any licensed contractor, or any permittee, shall fail or refuse to comply with any provision of this Chapter, the I.M.C. or any license or permit issued thereunder, the City may initiate an action for injunctive relief in any court of competent jurisdiction to compel compliance with said chapter, I.M.C., license or permit.

(g) The enforcement remedies set forth in this Section are expressly declared to be cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other.

SECTION 4.

A public hearing to consider the adoption of the International Mechanical Code, 2021 Edition, and the International Fuel Gas Code, 2021 Edition, with modifications, shall be held in the Council Chambers, City Hall, 1 City Hall Place, Pueblo, Colorado at 7:00 p.m. on May 22, 2023. The City Clerk is directed to publish notice of such hearing pursuant to Section 1-1-7 of the Pueblo Municipal Code.

SECTION 5.

The adoption of this Ordinance, the 2021 International Mechanical Code and the 2021 International Fuel Gas Code shall not create any duty to any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said codes. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or Pueblo Regional Building Department, or their officers, employees or agents, for any damage

arising out of or in any connected with the adoption, enforcement, or nonenforcement of this Ordinance or said codes. Nothing in the Ordinance or in said codes shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. et seq., or to waive any immunities or limitation on liability otherwise available to the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees or agents.

SECTION 6.

If any part, section, subsection, sentence, clause or phrase of this Ordinance or the adopted 2021 International Mechanical Code and 2021 International Fuel Gas Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or of the 2021 International Mechanical Code and the 2021 International Fuel Gas Code.

SECTION 7.

The Council finds and declares that a certified true copy of the International Mechanical Code, 2021 Edition, and the International Fuel Gas Code, 2021 Edition, have been on file in the office of the City Clerk of the City of Pueblo for not less than 15 days preceding the public hearing referred to in Section 4 of this Ordinance, and shall remain in said office for public inspection. After adoption of the Ordinance, a copy of the 2021 International Mechanical Code and the 2021 International Fuel Gas Code shall be kept in the office of the Pueblo Regional Building Department, 830 N. Main Street, Suite 100, Pueblo, Colorado 81003. Copies of the 2021 International Mechanical Code and the 2021 International Fuel Gas Code shall be available through the Pueblo Regional Building Department for purchase by the public at a moderate price.

SECTION 8.

This Ordinance shall become effective on June 29, 2023 after final action by Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 6 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE RELATING TO BUILDING REGULATIONS FOR ONE- AND TWO-FAMILY DWELLINGS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached for consideration is a proposed Ordinance to adopt the 2021 International Residential Code.

PREVIOUS COUNCIL ACTION:

Periodically, the City Council considers adoption of an updated version of the International Residential Code with minor amendments. The Council adopted the 2015 International Residential Code on July 13, 2015 by Ordinance No.8893.

BACKGROUND:

This Ordinance is necessitated by an update to the 2021 International Residential Code and the City's policy to stay current with national and international building codes. The Pueblo Regional Building Department (Department) seeks to amend the code in compliance with C.R.S. 31-15-602 regarding energy efficient building codes. Additional requirements will apply if the Code is adopted on or after July 1, 2023.

FINANCIAL IMPLICATIONS:

Adoption of this Ordinance will not result in the City incurring a new fiscal obligation.

BOARD/COMMISSION RECOMMENDATION:

The Department's Building Board of Review recommends approval of the Ordinance.

STAKEHOLDER PROCESS:

The Pueblo Association of Homebuilders and the Pueblo General Contractors Association have not raised any objections to the adoption of the 2021 version of the International Residential Code or this proposed Ordinance.

ALTERNATIVES:

Failure to enact this Ordinance results in the City operating under building codes which are out of date. This could result in a lowering of the Department's Insurance Services Office, Inc. ("ISO") rating.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ORD - Chapter 6 - Regional Building Code Changes

ORDINANCE NO. 10468

AN ORDINANCE AMENDING CHAPTER 6 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE RELATING TO BUILDING REGULATIONS FOR ONE- AND TWO-FAMILY DWELLINGS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1 of Chapter 6, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-6-1. International Residential Code; adoption by reference.

(a) The International Residential Code, 20~~15~~ 21 Edition, promulgated and published by the International Code Council, Inc., 4051 [West] Flossmoor Road, Country Club Hills, IL 60478, together with the following Appendix Chapters: Appendix AH, (Patio Covers), ~~[and]~~ Appendix AJ (Existing Buildings and Structures), **Appendix AQ, entitled "Tiny Houses", Appendix AR, entitled "Light-Straw Clay Construction, Appendix AS, entitled "Strawbale Construction" and Appendix AU, entitled "Cob Construction (Monolithic Adobe)"** hereinafter collectively referred to as the "I.R.C." or "International Residential Code," as amended by this Chapter ~~],~~ together with the minor code, entitled, International Energy Conservation Code, 2015 Edition, promulgated and published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "I.E.C.C.," ~~]~~ are hereby adopted by reference; provided, however that the following portions of the I.R.C. are not adopted and are expressly deleted:

~~[(1)~~ Part VII, entitled "Plumbing." ~~]~~

~~[(2)~~ 1) Part VIII, entitled "Electrical."

~~[(3)~~ All Appendices (except Appendix H and Appendix J), provided however that the following portions of Appendix J are not adopted and are expressly deleted: AJ301.1.2 entitled "Plumbing materials and supplies," AJ301.2 entitled "Water closets," AJ301.3 entitled "Electrical," and AJ501.5 entitled "Electrical equipment and wiring," which includes AJ501.5.1 through AJ501.5.3.5. ~~]~~

(2) Chapter 25, entitled "Plumbing Administration," Chapter 26, entitled "General Plumbing Requirements," Chapter 27, entitled "Plumbing Fixtures", and Chapter 28, entitled "Water Heaters.", Chapter 3, entitled "Sanitary Drainage", Chapter 31, entitled "Vents", Chapter 32, entitled "Traps".

(3) Sections P2901 through and including P2903.11 and sections P2905 through and including P2913.4.2 of Chapter 29, entitled "Water supply and distribution."

(4) Sections AJ107.1.2, entitled "Plumbing materials and supplies, AJ107.2, entitled "Water Closets", AJ107.3 entitled "Electrical", AJ109.5., entitled "Electrical Equipment and Wiring" and all subsections of AJ109.5.

(b) Copies of the I.R.C. [and I.E.C.C.] are available in the office of the Pueblo Regional Building Department for distribution and sale to the public. The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures regulated by the International Residential Code within the City shall be in compliance with the terms and provisions of this Chapter and the I.R.C.

SECTION 2.

Section 2 of Chapter 6, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-6-2. Amendments.

(a) Section R103 of the I.R.C., entitled "Department of Building Safety," is amended to read as follows:

"R103 Pueblo Regional Building Department - Enforcement Agency.

"Administration and enforcement of this Code and all related and secondary codes are hereby delegated to the Pueblo Regional Building Department. Wherever in this Code the phrase 'building official' appears, it shall be construed to refer to the Director or the Building Official of the Pueblo Regional Building Department or the [Director's] Building Official's designated representative. The building official, the building official's designated representatives, and such building inspectors as the building official may appoint, shall be vested with the authority of a law enforcement officer with respect to enforcing this Code and Chapter 6 of Title IV of the Pueblo Municipal Code, including the authority to issue summons and complaints for the violation thereof."

(b) Section R103.1, entitled "Creation of enforcement agency," Section R103.2, entitled "Appointment," and Section R103.3, entitled "Deputies," are deleted.

(c) Subsection R105.2 of the I.R.C., entitled "Work exempt from permit," number 7., is amended to read as follows:

"7. Prefabricated swimming pools accessory to a Group R-3 occupancy, which are installed entirely above ground."

(d) Section R105 of the I.R.C., entitled "Permits," is amended by the addition of Subsection R105.10, entitled "Issuance of permit," to read as follows:

"R105.10[.] Issuance of permit. A building permit shall be issued only to the contractor performing the work covered by the contract between the owner and the contractor. Such permit shall be delivered only to the contractor or the contractor's authorized representative(s). Should any portion of the work be excluded from the contract, the application or permit shall state the portions so excluded. Should the contractor be discharged or abandon the work, the contractor shall immediately notify the building official in writing. No further work shall be performed until a successor contractor has been selected who shall notify the building official in writing of the contractor's selection to complete the work."

(e) Subsection R106.1 of the I.R.C., entitled "Submittal documents," is amended to read as follows:

"Construction documents will also include all plans and specifications, drawings, diagrams, calculations, computations, reports, specifications and other necessary data to complete the habitable structure, along with the necessary code study to compare and delineate the occupancy use and fire-resistive type of construction within the I.R.C. Each set of plans and specifications shall bear the stamp or seal and signature of an engineer or architect licensed under Title 12 of Colorado Revised Statutes and in accordance with Sections [12-25-117]**12-120-216** and [12-4-116]**12-120-417**, C.R.S., respectively."

(f) Subsection R108.2 of the I.R.C., entitled "Schedule of permit fees," is amended by the addition of two new subsections, R108.2.1 and R108.2.2, to read as follows:

"R108.2.1 Permit fees. The fee for each permit shall be as established in the fee schedule adopted by the City Council by resolution."

"R108.2.2 Plan review fees. Plan review fees shall be as established in the fee schedule adopted by the City Council by resolution."

(g) Section R110.**3.1** of the I.R.C., entitled "Certificate [of Occupancy] issued," is [readopted without changes] amended to add a new subsection R110.3.1 to read as follows:

"R110.3.1 Public improvement requirements for a certificate of occupancy. Applications for building permits for buildings or structures [classified in occupancy Groups R-3] for one- and two- family dwelling units and town homes shall be accompanied by a set of plans or a drawing which shows all existing and proposed public improvements required by the ordinances of the City. Foundation plans and soils report shall be prepared by and bear the seal of an architect or engineer licensed to

practice in Colorado. **Accessory structures shall have plot plans showing all existing and proposed public improvements required by ordinances of the city.**

["] Before any building permit is issued, all applications for building permits and accompanying plans or drawings shall be reviewed by the Director of Public Works to determine whether the proposed construction will require the installation or reconstruction of public improvements. For purposes of this Section, public improvements shall include, but not be limited to, street paving, curbs, gutters, sidewalks, drainage facilities and the dedication of land for such purposes. Upon request, the Director of Public Works shall provide a written statement of the public improvements that will be required as a condition for the issuance of a building permit and a certificate of occupancy. No certificate of occupancy shall be issued for any structure or building until all public improvements required by the ordinances of the City shall be constructed in full compliance with City engineering regulations, design standards and construction specifications as adopted by resolution of the City Council. Acceptance of required public improvements shall be completed upon written notification signed by the Director of Public Works.

["] If it is determined by the Director of Public Works that any such public improvements are necessitated by the proposed construction, a condition shall be inserted in any building permit to be issued for such proposed construction, which shall require the dedication of such land and improvements to the City. The applicant for such building permits, if not the owner, shall notify the owner of the requirements to dedicate to the City such public improvements. The cost of any such improvements shall be borne by the owner, and the construction shall be subject to the provisions of all applicable City ordinances, resolutions, regulations and policies.

["] Failure to comply with the provisions for public improvements required by this Section shall be deemed a violation of the Building Code and shall constitute grounds for applicable penalties as provided in Titles IV and [IX] XII of the Pueblo Municipal Code and for revocation of any issued certificate of occupancy or temporary certificate of occupancy."

(h) Subsection R113.4 of the I.R.C., entitled "Violation penalties," is amended to read as follows:

"R113.4 Violation penalties. Any person, firm or corporation violating any of the provisions of this Code, upon conviction thereof, shall be punished as provided in Section 4-6-6 of the Pueblo Municipal Code. The application of any such penalty shall not be held to prevent the enforced removal of prohibited conditions."

[(i) Table R301.2(1) of the I.R.C., entitled "Climatic and Geographic Design Criteria," is amended to read as follows:

"Table R301.2(1) Climatic and Geographic Design Criteria

			Subject to Damage From								
Ground Snow Load	Wind Speed (MPH)	Seismic Design Category	Weathering	Frost	Termite	Decay	Winter	Ice Shield Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
CS	115	B	Severe	26"	None		0	No		500	52.3"]

([j] i) Subsection R301.2, entitled "Climatic and Geographic Design Criteria," is amended by the addition of Table R301.2([4]5), entitled "Pueblo County Ground Snow Loads," to read as follows:

"Table R301.2([4]5) Pueblo County Snow Loads

Elevation (asl)	Ground Snow Load (PSF)
5,300	20
5,550	23
5,800	25
6,050	27
6,300	30
6,550	33
6,800	35
7,050	38
7,300	40
7,550	41
7,800	43
8,050	44
8,300	45
8,550	46
8,800	48
9,050	49
9,300	50
9,550	51
9,800	52
10,050	54
10,300	55
10,550	56
10,800	58
11,050	59
11,300	60"

([k]j) Subsection R302.5.1, Opening protection, of the I.R.C., is amended by deleting the words "equipped with a self-closing **or automatic closing** device" at the end of the second sentence.

(k) Subsection R309.1 of the I.R.C., entitled "Floor surface", is amended by adding Exception 1 to read as follows:

Exception 1. The floor surface shall not be required to slope when the foundation is for enclosed non habitable accessory structure.

(l) Subsection R311.3.2 of the I.R.C., entitled "Floor elevation at other exterior doors", Exception is amended to read as follows:

Exception: When more than two rises are required, landing length at the exterior door may be reduced to 18" provided the door does not swing over stairs. Maximum height of landing shall not exceed 30" above adjacent grade.

(m) Subsection R313.1 of the I.R.C., entitled "Townhouse automatic fire sprinkler systems," Exception is amended to read as follows:

Exception #1 An automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic sprinkler system installed.

Exception #2 An automatic sprinkler system shall not be required with four or less attached dwelling units when separated in accordance with Section R302.2.2 item 2.

([l] n) Subsection R313.2 of the I.R.C., entitled "One- and two-family dwellings automatic fire systems," [and Subsection R313.2.1 of the I.R.C., entitled "Design and Installation," are] is deleted.

[(m) Subsection R3142.2 entitled "Alterations, repairs and additions," is amended by deleting Exception #2.]

[(n) Subsection R315.2.2 of the I.R.C. entitled "Alterations, repairs and additions," is amended by deleting Exception #2.]

[(o) Section N1102 (R402) entitled "Building Thermal Envelope" of the IRC is amended for a period of time expiring March 1, 2017, by deletion of Subsection N1102.4.4 (R402.4.4) and revisions to Table N1102.1.2 (R402.1.2) and Subsection N1102.4.1.2 (R402.4.1.2) as follows:

1. Table N1102.1.2 (R402.1.2) entitled "Insulation and Fenestration Requirements by Component" is amended by deleting the numbers "15/19" and inserting the numbers "10/13" in the column labeled "Basement Wall R-Value" and applicable to Climate Zone 5 and Marine 4.

**2. Subsection N1102.4.1.2 ((R402.4.1.2) entitled "Testing" is amended by revising the first sentence to read as follows:
"The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding five air changes per hour in Climate Zones 1 and 2, and five air changes per hour in Climate Zones 3 through 8."**

3. Subsection N1102.4.4 (R402.4.4) entitled "Rooms containing fuel-burning appliances" is deleted in its entirety.
After March 1, 2017, Section N1102 (R402) shall be effective without regard to the amendments contained immediately above.】

【(p) Subsection N1103.3.5 (R403.3.5) entitled "Building cavities (Mandatory)" of the I.R.C., is amended to read as follows:

"N1103.35(R403.3.5 Building cavities (Mandatory). Building framing cavities shall not be used as supply ducts."】

(o) Table R1102.1.2 (R402.1.2), entitled "Maximum Assembly U-Factors and Fenestration Requirements" is amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR f	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC d,e	CEILING U-FACTOR	WOOD FRAME WALL U-FACTOR	MASS WALL U-FACTOR b	FLOOR U-FACTOR	BASEMENT WALL U-FACTOR	CRAWL SPACE WALL U-FACTOR
5 and MARINE 4	0.32	0.55	0.40	0.026	0.06	0.082	0.033	0.050	0.055

Footnotes

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source

b. Mass wall shall be in accordance with Section 402.2.5 where more than half of the insulation is on the interior, the mass wall U-factors shall not exceed 0.065 in Climate Zone 5 and Marine 4.

d. The SHCG column applies to all glazed fenestration.

f. A maximum U-factor of 0.32 shall apply in Climate Zone 5-8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation above sea level.

(p) Table N1102.1.3 (R402.1.3), entitled "Insulation Minimum R-Values and Fenestration

Requirements by Components" a is amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR b, i	SKYLIGHT U-FACTOR b	GLAZED FENESTRATION SHGC b,e	CEILING U-FACTOR	WOOD FRAME WALL U-FACTOR g	MASS WALL U-FACTOR h	FLOOR U-FACTOR	BASEMENT WALL R-VALUE c,g	SLABd R-VALUE & DEPTH	CRAWL SPACE WALL U-FACTOR c,g
5 and MARINE 4	0.32	0.55	0.40	49	20 h or 13+5ci h	13/17	30	15ci or 19 or 13&5ci	10ci 2f	15ci or 19 or 13&5ci

Footnotes

a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.

b. The fenestration *U*-factor columns excludes skylights. The SHGC applies to all glazed fenestration.

c. "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation *R*-value for slabs, as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13&5" means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second *R*-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum *U*-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation.

(q) Section N1104.1 (R404.1) of the I.R.C., entitled "Lighting equipment" is amended to read as follows:

"Not less than 90% of all permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain high-efficiency lighting sources."

([q] r) Subsection M1305.1.[4]3 of the I.R.C., entitled, "Appliances under floors," is amended by the addition of a sentence after the Exceptions which reads as follows:
"All access openings to underfloor furnaces shall be provided with a permanent ladder for equipment access."

([r] s) Subsection M1401.3 of the I.R.C., entitled, "Equipment and appliance sizing," is amended by adding a third exception which reads as follows:

"3. Additions that are 600 square feet or less."

SECTION 3.

A public hearing to consider the adoption of the International Residential Code, 2021 Edition, with modifications, shall be held in the Council Chambers, City Hall, 1 City Hall Place, Pueblo, Colorado at 7:00 p.m. on May 22, 2023. The City Clerk is directed to publish notice of such hearing pursuant to Section 1-1-7 of the Pueblo Municipal Code.

SECTION 4.

The adoption of this Ordinance and the 2021 International Residential Code shall not create any duty to any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said code. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or Pueblo Regional Building Department, or their officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or said code. Nothing in the Ordinance or in said code shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. et seq., or to waive any immunities or limitation on liability otherwise available to the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees or agents.

SECTION 5.

If any part, section, subsection, sentence, clause or phrase of this Ordinance or the adopted 2021 International Residential Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or of the 2021 International Residential Code.

SECTION 6.

The Council finds and declares that a certified true copy of the International Residential Code, 2021 Edition, has been on file in the office of the City Clerk of the City of Pueblo for not less than 15 days preceding the public hearing referred to in Section 3 of this Ordinance, and shall remain in said office for public inspection. After adoption of the Ordinance, a copy of the 2021 International Residential Code shall be kept in the office of the Pueblo Regional Building Department, 830 N. Main Street, Suite 100, Pueblo, Colorado 81003. Copies of the 2021 International Residential Code shall be available through the Pueblo Regional Building Department for purchase by the public at a moderate price.

SECTION 7.

This Ordinance shall become effective June 29, 2023 after final action by Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

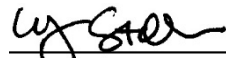
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE RELATING TO BUILDING REGULATIONS FOR ONE- AND TWO-FAMILY DWELLINGS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1 of Chapter 6, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-6-1. International Residential Code; adoption by reference.

(a) The International Residential Code, 20~~[15]~~ 21 Edition, promulgated and published by the International Code Council, Inc., 4051 ~~[West]~~ Flossmoor Road, Country Club Hills, IL 60478, together with the following Appendix Chapters: Appendix ~~AH~~, (Patio Covers), ~~[and]~~ Appendix AJ (Existing Buildings and Structures), Appendix AQ, entitled "Tiny Houses", Appendix AR, entitled "Light-Straw Clay Construction, Appendix AS, entitled "Strawbale Construction" and Appendix AU, entitled "Cob Construction (Monolithic Adobe)" hereinafter collectively referred to as the "I.R.C." or "International Residential Code," as amended by this Chapter ~~[~~, together with the minor code, entitled, International Energy Conservation Code, 2015 Edition, promulgated and published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the "I.E.C.C.," ~~]~~ are hereby adopted by reference; provided, however that the following portions of the I.R.C. are not adopted and are expressly deleted:

~~[(1)~~ Part VII, entitled "Plumbing."~~]~~

~~[(2)~~ 1) Part VIII, entitled "Electrical."

~~[(3)~~ All Appendices (except Appendix H and Appendix J), provided however that the following portions of Appendix J are not adopted and are expressly deleted: AJ301.1.2 entitled "Plumbing materials and supplies," AJ301.2 entitled "Water closets," AJ301.3 entitled "Electrical," and AJ501.5 entitled "Electrical equipment and wiring," which includes AJ501.5.1 through AJ501.5.3.5.~~]~~

(2) Chapter 25, entitled "Plumbing Administration," Chapter 26, entitled "General Plumbing Requirements," Chapter 27, entitled "Plumbing Fixtures", and Chapter 28, entitled "Water Heaters.", Chapter 3, entitled "Sanitary Drainage", Chapter 31, entitled "Vents", Chapter 32, entitled "Traps".

(3) Sections P2901 through and including P2903.11 and sections P2905 through and including P2913.4.2 of Chapter 29, entitled "Water supply and distribution."

(4) Sections AJ107.1.2, entitled "Plumbing materials and supplies, AJ107.2, entitled "Water Closets", AJ107.3 entitled "Electrical", AJ109.5., entitled "Electrical Equipment and Wiring" and all subsections of AJ109.5.

(b) Copies of the I.R.C. [and I.E.C.C.] are available in the office of the Pueblo Regional Building Department for distribution and sale to the public. The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures regulated by the International Residential Code within the City shall be in compliance with the terms and provisions of this Chapter and the I.R.C.

SECTION 2.

Section 2 of Chapter 6, Title IV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-6-2. Amendments.

(a) Section R103 of the I.R.C., entitled "Department of Building Safety," is amended to read as follows:

"R103 Pueblo Regional Building Department - Enforcement Agency.

"Administration and enforcement of this Code and all related and secondary codes are hereby delegated to the Pueblo Regional Building Department. Wherever in this Code the phrase 'building official' appears, it shall be construed to refer to the Director or the Building Official of the Pueblo Regional Building Department or the [Director's] Building Official's designated representative. The building official, the building official's designated representatives, and such building inspectors as the building official may appoint, shall be vested with the authority of a law enforcement officer with respect to enforcing this Code and Chapter 6 of Title IV of the Pueblo Municipal Code, including the authority to issue summons and complaints for the violation thereof."

(b) Section R103.1, entitled "Creation of enforcement agency," Section R103.2, entitled "Appointment," and Section R103.3, entitled "Deputies," are deleted.

(c) Subsection R105.2 of the I.R.C., entitled "Work exempt from permit," number 7., is amended to read as follows:

"7. Prefabricated swimming pools accessory to a Group R-3 occupancy, which are installed entirely above ground."

(d) Section R105 of the I.R.C., entitled "Permits," is amended by the addition of Subsection R105.10, entitled "Issuance of permit," to read as follows:

"R105.10[.] Issuance of permit. A building permit shall be issued only to the contractor performing the work covered by the contract between the owner and the contractor. Such permit shall be delivered only to the contractor or the contractor's authorized representative(s). Should any portion of the work be excluded from the contract, the application or permit shall state the portions so excluded. Should the contractor be discharged or abandon the work, the contractor shall immediately notify the building official in writing. No further work shall be performed until a successor contractor has been selected who shall notify the building official in writing of the contractor's selection to complete the work."

(e) Subsection R106.1 of the I.R.C., entitled "Submittal documents," is amended to read as follows:

"Construction documents will also include all plans and specifications, drawings, diagrams, calculations, computations, reports, specifications and other necessary data to complete the habitable structure, along with the necessary code study to compare and delineate the occupancy use and fire-resistive type of construction within the I.R.C. Each set of plans and specifications shall bear the stamp or seal and signature of an engineer or architect licensed under Title 12 of Colorado Revised Statutes and in accordance with Sections **[12-25-117]12-120-216** and **[12-4-116]12-120-417**, C.R.S., respectively."

(f) Subsection R108.2 of the I.R.C., entitled "Schedule of permit fees," is amended **by the addition of two new subsections, R108.2.1 and R108.2.2,** to read as follows:

"R108.2.1 Permit fees. The fee for each permit shall be as established in the fee schedule adopted by the City Council by resolution.

"R108.2.2 Plan review fees. Plan review fees shall be as established in the fee schedule adopted by the City Council by resolution."

(g) Section R110.**3.1** of the I.R.C., entitled "Certificate **[of Occupancy]** **issued,**" is **[readopted without changes]** **amended to add a new subsection R110.3.1** to read as follows:

"R110.3.1 Public improvement requirements for a certificate of occupancy. Applications for building permits for buildings or structures **[classified in occupancy Groups R-3]** **for one- and two- family dwelling units and town homes** shall be accompanied by a set of plans or a drawing which shows all existing and proposed public improvements required by the ordinances of the City. **Foundation plans and soils report** shall be prepared by and bear the seal of an architect or engineer licensed to

practice in Colorado. **Accessory structures shall have plot plans showing all existing and proposed public improvements required by ordinances of the city.**

["] Before any building permit is issued, all applications for building permits and accompanying plans or drawings shall be reviewed by the Director of Public Works to determine whether the proposed construction will require the installation or reconstruction of public improvements. For purposes of this Section, public improvements shall include, but not be limited to, street paving, curbs, gutters, sidewalks, drainage facilities and the dedication of land for such purposes. Upon request, the Director of Public Works shall provide a written statement of the public improvements that will be required as a condition for the issuance of a building permit and a certificate of occupancy. No certificate of occupancy shall be issued for any structure or building until all public improvements required by the ordinances of the City shall be constructed in full compliance with City engineering regulations, design standards and construction specifications as adopted by resolution of the City Council. Acceptance of required public improvements shall be completed upon written notification signed by the Director of Public Works.

["] If it is determined by the Director of Public Works that any such public improvements are necessitated by the proposed construction, a condition shall be inserted in any building permit to be issued for such proposed construction, which shall require the dedication of such land and improvements to the City. The applicant for such building permits, if not the owner, shall notify the owner of the requirements to dedicate to the City such public improvements. The cost of any such improvements shall be borne by the owner, and the construction shall be subject to the provisions of all applicable City ordinances, resolutions, regulations and policies.

["] Failure to comply with the provisions for public improvements required by this Section shall be deemed a violation of the Building Code and shall constitute grounds for applicable penalties as provided in Titles IV and [IX] XII of the Pueblo Municipal Code and for revocation of any issued certificate of occupancy or temporary certificate of occupancy."

(h) Subsection R113.4 of the I.R.C., entitled "Violation penalties," is amended to read as follows:

"R113.4 Violation penalties. Any person, firm or corporation violating any of the provisions of this Code, upon conviction thereof, shall be punished as provided in Section 4-6-6 of the Pueblo Municipal Code. The application of any such penalty shall not be held to prevent the enforced removal of prohibited conditions."

[(i) Table R301.2(1) of the I.R.C., entitled "Climatic and Geographic Design Criteria," is amended to read as follows:

"Table R301.2(1) Climatic and Geographic Design Criteria

			Subject to Damage From								
Ground Snow Load	Wind Speed (MPH)	Seismic Design Category	Weathering	Frost	Termite	Decay	Winter	Ice Shield Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
CS	115	B	Severe	26"	None		0	No		500	52.3"]

([j] i) Subsection R301.2, entitled "Climatic and Geographic Design Criteria," is amended by the addition of Table R301.2([4]5), entitled "Pueblo County Ground Snow Loads," to read as follows:

"Table R301.2([4]5) Pueblo County Snow Loads

Elevation (asl)	Ground Snow Load (PSF)
5,300	20
5,550	23
5,800	25
6,050	27
6,300	30
6,550	33
6,800	35
7,050	38
7,300	40
7,550	41
7,800	43
8,050	44
8,300	45
8,550	46
8,800	48
9,050	49
9,300	50
9,550	51
9,800	52
10,050	54
10,300	55
10,550	56
10,800	58
11,050	59
11,300	60"

([k]j) Subsection R302.5.1, Opening protection, of the I.R.C., is amended by deleting the words "equipped with a self-closing **or automatic closing** device" at the end of the second sentence.

(k) Subsection R309.1 of the I.R.C., entitled "Floor surface", is amended by adding Exception 1 to read as follows:

Exception 1. The floor surface shall not be required to slope when the foundation is for enclosed non habitable accessory structure.

(l) Subsection R311.3.2 of the I.R.C., entitled "Floor elevation at other exterior doors", Exception is amended to read as follows:

Exception: When more than two rises are required, landing length at the exterior door may be reduced to 18" provided the door does not swing over stairs. Maximum height of landing shall not exceed 30" above adjacent grade.

(m) Subsection R313.1 of the I.R.C., entitled "Townhouse automatic fire sprinkler systems," Exception is amended to read as follows:

Exception #1 An automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic sprinkler system installed.

Exception #2 An automatic sprinkler system shall not be required with four or less attached dwelling units when separated in accordance with Section R302.2.2 item 2.

([l] n) Subsection R313.2 of the I.R.C., entitled "One- and two-family dwellings automatic fire systems," [and Subsection R313.2.1 of the I.R.C., entitled "Design and Installation," are] is deleted.

[(m) Subsection R3142.2 entitled "Alterations, repairs and additions," is amended by deleting Exception #2.]

[(n) Subsection R315.2.2 of the I.R.C. entitled "Alterations, repairs and additions," is amended by deleting Exception #2.]

[(o) Section N1102 (R402) entitled "Building Thermal Envelope" of the IRC is amended for a period of time expiring March 1, 2017, by deletion of Subsection N1102.4.4 (R402.4.4) and revisions to Table N1102.1.2 (R402.1.2) and Subsection N1102.4.1.2 (R402.4.1.2) as follows:

1. Table N1102.1.2 (R402.1.2) entitled "Insulation and Fenestration Requirements by Component" is amended by deleting the numbers "15/19" and inserting the numbers "10/13" in the column labeled "Basement Wall R-Value" and applicable to Climate Zone 5 and Marine 4.

**2. Subsection N1102.4.1.2 ((R402.4.1.2) entitled "Testing" is amended by revising the first sentence to read as follows:
"The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding five air changes per hour in Climate Zones 1 and 2, and five air changes per hour in Climate Zones 3 through 8."**

3. Subsection N1102.4.4 (R402.4.4) entitled "Rooms containing fuel-burning appliances" is deleted in its entirety.
After March 1, 2017, Section N1102 (R402) shall be effective without regard to the amendments contained immediately above.】

【(p) Subsection N1103.3.5 (R403.3.5) entitled "Building cavities (Mandatory)" of the I.R.C., is amended to read as follows:

"N1103.35(R403.3.5 Building cavities (Mandatory). Building framing cavities shall not be used as supply ducts."】

(o) Table R1102.1.2 (R402.1.2), entitled "Maximum Assembly U-Factors and Fenestration Requirements" is amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR f	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC d,e	CEILING U-FACTOR	WOOD FRAME WALL U-FACTOR	MASS WALL U-FACTOR b	FLOOR U-FACTOR	BASEMENT WALL U-FACTOR	CRAWL SPACE WALL U-FACTOR
5 and MARINE 4	0.32	0.55	0.40	0.026	0.06	0.082	0.033	0.050	0.055

Footnotes

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source

b. Mass wall shall be in accordance with Section 402.2.5 where more than half of the insulation is on the interior, the mass wall U-factors shall not exceed 0.065 in Climate Zone 5 and Marine 4.

d. The SHCG column applies to all glazed fenestration.

f. A maximum U-factor of 0.32 shall apply in Climate Zone 5-8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation above sea level.

(p) Table N1102.1.3 (R402.1.3), entitled "Insulation Minimum R-Values and Fenestration

Requirements by Components" a is amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR b, i	SKYLIGHT U-FACTOR b	GLAZED FENESTRATION SHGC b,e	CEILING U-FACTOR	WOOD FRAME WALL U-FACTOR g	MASS WALL U-FACTOR h	FLOOR U-FACTOR	BASEMENT WALL R-VALUE c,g	SLABd R-VALUE & DEPTH	CRAWL SPACE WALL U-FACTOR c,g
5 and MARINE 4	0.32	0.55	0.40	49	20 h or 13+5ci h	13/17	30	15ci or 19 or 13&5ci	10ci 2f	15ci or 19 or 13&5ci

Footnotes

a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.

b. The fenestration *U*-factor columns excludes skylights. The SHGC applies to all glazed fenestration.

c. "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation *R*-value for slabs, as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13&5" means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second *R*-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum *U*-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation.

(q) Section N1104.1 (R404.1) of the I.R.C., entitled "Lighting equipment" is amended to read as follows:

"Not less than 90% of all permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain high-efficiency lighting sources."

([q] r) Subsection M1305.1.[4]3 of the I.R.C., entitled, "Appliances under floors," is amended by the addition of a sentence after the Exceptions which reads as follows:
"All access openings to underfloor furnaces shall be provided with a permanent ladder for equipment access."

([r] s) Subsection M1401.3 of the I.R.C., entitled, "Equipment and appliance sizing," is amended by adding a third exception which reads as follows:

"3. Additions that are 600 square feet or less."

SECTION 3.

A public hearing to consider the adoption of the International Residential Code, 2021 Edition, with modifications, shall be held in the Council Chambers, City Hall, 1 City Hall Place, Pueblo, Colorado at 7:00 p.m. on May 22, 2023. The City Clerk is directed to publish notice of such hearing pursuant to Section 1-1-7 of the Pueblo Municipal Code.

SECTION 4.

The adoption of this Ordinance and the 2021 International Residential Code shall not create any duty to any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said code. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or Pueblo Regional Building Department, or their officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or said code. Nothing in the Ordinance or in said code shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. et seq., or to waive any immunities or limitation on liability otherwise available to the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees or agents.

SECTION 5.

If any part, section, subsection, sentence, clause or phrase of this Ordinance or the adopted 2021 International Residential Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or of the 2021 International Residential Code.

SECTION 6.

The Council finds and declares that a certified true copy of the International Residential Code, 2021 Edition, has been on file in the office of the City Clerk of the City of Pueblo for not less than 15 days preceding the public hearing referred to in Section 3 of this Ordinance, and shall remain in said office for public inspection. After adoption of the Ordinance, a copy of the 2021 International Residential Code shall be kept in the office of the Pueblo Regional Building Department, 830 N. Main Street, Suite 100, Pueblo, Colorado 81003. Copies of the 2021 International Residential Code shall be available through the Pueblo Regional Building Department for purchase by the public at a moderate price.

SECTION 7.

This Ordinance shall become effective June 29, 2023 after final action by Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: May 22, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Robert Jagger, Deputy City Attorney
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (IBPO) LOCAL 537 FOR A ONE (1) YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024.

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 ("Union") for calendar year 2024.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 9532 approved August 28, 2019, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2020. The Agreement granted the City the option to extend the Agreement for two successive one-year terms with a 2.75% increase in the salary schedule for year 2021 and a 2.5% increase in the salary schedule for year 2022.

Pursuant to Ordinance No. 9727 approved June 26, 2020, the parties amended and extended the Agreement and provided for no increase in the salary schedule during calendar year 2021. The amendment retained the City's right to extend or not to extend the Agreement for calendar years 2022 and 2023 at the rates previously agreed.

Pursuant to Ordinance Nos. 9942 (May 24, 2021) and 10183 (May 23, 2022), City extended the Agreement for calendar years 2022 and 2023 at the rates previously agreed.

Pursuant to Ordinance No. 10211 (June 27, 2022), City approved an amendment to the

Agreement which provided for a 7% increase as opposed to a 2.5% increase in 2023 and granted the City the option to extend the Agreement for one successive one-year term.

BACKGROUND:

The City has the right to extend the current Agreement provided such election is made on or before June 1, 2023, otherwise the parties shall commence negotiations for a successor contract upon request of the Union. The extended term for 2024 would be upon the same terms and conditions, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties' Amendment to the Agreement with respect to a self-funded health benefit plan.:

Wages are determined pursuant to Article 16 and would provide for an increase in the amount of 5.3%, which equals the Regional Adjustment (.845) multiplied by the CPI Index of 6.3%. For purposes of the foregoing calculation, the following terms have the following meanings:

“Regional Adjustment” means the quotient obtained by dividing the 2020 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2020 average annual cost of living index for the Denver-Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

“CPI Index” means the percentage increase for the period from January 2020 to January 2021 according to the following CPI index published by the United States Department of Labor’s Bureau of Labor Statistics:

Population Coverage: CPI-W

Area Coverage: Denver-Aurora-Lakewood Colorado

Series Items: All Items

Base Period: 1982-1984=100

FINANCIAL IMPLICATIONS:

As determined pursuant to Article 16 of the Agreement, wages would be increased by 5.3% at a cost of approximately \$1,250,755 (including associated salary-related benefits and scheduled step increases). Health insurance will be determined in accordance with the Amendment. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City’s percentage share of premiums, including the current maximum dollar amount the City must contribute toward any premium (“Contribution Cap”) shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10469

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (IBPO) LOCAL 537 FOR A ONE (1) YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024.

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the International Brotherhood of Police Officers Local 537 negotiated a collective bargaining agreement commencing January 1, 2020 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the Agreement for calendar year 2024; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the Agreement be authorized by separate Ordinance; NOW, THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Brotherhood of Police Officers Local 537, including all amendments thereto, is hereby extended for an additional one-year term from January 1, 2024 through December 31, 2024 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 08, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 24, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

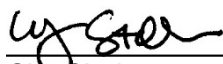
☐ Council did not act to override the Mayor's veto.

☐ 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