



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

**MONDAY, MARCH 11, 2024
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 Mark Aliff

B. INVOCATION

Pastor Ken Wood, The Avenue Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Certificate of Recognition: "United States Senate Youth Program" - Riya Singh

E2 Proclamation Presentation: "Cerebral Palsy Awareness Day - March 25, 2024" - Mathew Stanwood

E3 Proclamation Presentation: "Pueblo Flag Day - March 22, 2024" - Sarah Mize, Operations Coordinator, CSU Pueblo Foundation & President, 2023 Leadership Pueblo Class

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 and Special Meetings dated February 20, February 22, and February 26, 2024, as distributed.

J1 City Council Special Meeting Minutes February 20, 2024

J2 City Council Special Meeting Minutes February 22, 2024

J3 City Council Meeting Minutes February 26, 2024

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$472,991.41 to Pyramid Construction Inc. for Project No. 24-050, PUB East GA Apron Asphalt Rehab, setting forth \$64,436.45 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$382,320.50 to Doug Vaughn, LLC for Project No. 24-004, Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street), setting forth \$67,679.50 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding a construction contract in the amount of \$373,877 to A5 Construction for Project No. 24-003, Concrete Improvements - Cheyenne Avenue (19th St to 29th St), setting forth \$75,123 for contingencies, and authorizing the Purchasing Agent to execute same
- M4 A Resolution transferring funds in the amount of \$206,540.70 from CI2415, Street Rehabilitation to CI2309, Road & Street Repairs, awarding Contract Amendment No. 2 in the amount of \$299,633.01 to A-1 Chipseal Co., for Project No. 23-056, Asphalt Improvements - Regency Crest, and authorizing the Purchasing Agent to execute same
- M5 A Resolution ratifying an emergency construction contract in the amount of \$220,239.14 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 2050 Lake Ave, Project No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of the same
- M6 A Resolution awarding an agreement for Professional Engineering Services in the amount of \$50,691.14 to Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation, for East GA Apron Management under Project 22-054 Pueblo Memorial Airport Engineer of Record and authorizing the Purchasing Agent to execute same
- M7 A Resolution awarding Contract Amendment No. 1 in the amount of \$3,404.80 to Russ Grading & Excavating, LLC, for Project No. 23-128, Concrete Improvements - Denver Boulevard and West 31st Street, and authorizing the Purchasing Agent to execute same
- M8 A Resolution authorizing the issuance of a revocable permit (REV-23-43) to the Food Truck Union, LLC., to use the public parking on the east side of Court Street (between W. 15th Street and W. 19th Street), and public parking on the north side of W. 15th Street (between N. Santa Fe Avenue and Court Street) for a recurring Food Truck event to be held on Fridays between April 4, 2024, and November 2, 2024
- M9 A Resolution authorizing the issuance of a revocable permit (Rev-24-4) to The P.L.A.C.E. (Pueblo's Legacy and Community Experience) Project for the use of the public right-of-way along 200 East Orman Avenue between Michigan Street and Broadway Avenue for the purpose of facilitating a community block party event
- M10 A Resolution authorizing the issuance of a revocable permit (REV-23-42) to the Food Truck Union, LLC., for the use of the public right-of-way along Goodnight Avenue in City Park between Lake Joy Drive and S. Parkside Lane for the closure of the permitted area to vehicular traffic on Sundays between 04/04/2024 through 09/01/2024 during the hours of

8:00 a.m. until Sunset when Park rides are not operating or until 9:00 p.m. when Park rides are operating

M11 A Resolution establishing an approved list of contractors to perform emergency sanitary sewer point repairs during calendar years 2024, 2025, and 2026 and authorizing the Purchasing Agent to execute the same

M12 A Resolution confirming the appointment by the Mayor of Shaundawna Ferguson to complete a three-year term expiring September 30, 2026 on the Pueblo Streetscape Advisory Committee

M13 A Resolution ratifying PACOG's joint appointment of Gina Lopez Ferguson and Daniel McHenry to the Community Services Advisory Commission (CSAC)

M14 A Resolution amending Resolution No. 15434 related to the funding of Professional Services provided by Multistudio, Inc. pertaining to the Unified Development Code for the Planning Department Project 23-081A

M15 A Resolution supporting Colorado HB24-1027 – Exemption For Children's Products and urging the State Legislature to enact the same

M16 A Resolution supporting Colorado HB24-1237 – Programs for the Development of Child Care Facilities and urging the State Legislature to enact the same

M17 A Resolution supporting Colorado HB24-1223 - Improved Access to the Child Care Assistance Program and urging the State Legislature to enact the same

M18 A Resolution from the City of Pueblo in support of Colorado HB24-1012 – concerning the operational efficiency of the Front Range Passenger Rail District

M19 A Resolution of the City of Pueblo in opposition to Accessory Dwelling Unit preemptions in HB 24-1152

M20 A Resolution by the City of Pueblo in opposition to mandatory participation in The Implementing Environmental Equity and Cumulative Impacts Analyses (EECIA)

M21 A Resolution establishing Project No. CI2426 - City Council and Department Relocation Project, transferring \$3,934,163.00 from Project CI2018 - Pueblo City/County Building to Project No. CI2426, and budgeting and appropriating \$3,934,163.00 into Project No. CI2426 - City Council and Department Relocation Project

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving the Quiktrip 4298 Subdivision, Filing No. 1, A Special Area Plan

N2 An Ordinance approving a Special Area Plan for the QuikTrip 4298, Subdivision Filing No. 1

N3 An Ordinance vacating a portion of the alley within Block 38, Irving Place, 2nd Filing Subdivision

N4 An Ordinance approving an agreement in the amount of one hundred thousand dollars to provide eviction prevention assistance between The County of Pueblo and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same

N5 An Ordinance approving an Assignment and Assumption between the City of Pueblo, a Colorado Municipal Corporation, and BIF IV Intrepid OpCo LLC, a Delaware limited liability company assigning all rights, title, interest, and obligations of BIF IV Intrepid OpCo LLC to Intrepid Pueblo LLC, a Delaware limited liability company

- N6 An Ordinance (1) approving two Memoranda of Agreements between the City of Pueblo and the State of Colorado by and through the Colorado Department of Transportation related to the conveyance of real property between the City and CDOT, (2) accepting and approving a Special Warranty Deed conveying property from the City to CDOT, (3) accepting and approving a Quitclaim Deed from CDOT to the City, (4) accepting and approving a warranty deed conveying property from Neighborhood Services, Inc. to the City, (5) establishing project account number CI2422 - Fire Station 1 Land Procurement, (6) transferring funds in the amount of \$160,000.00 from the unappropriated fund balance of the General Fund and budgeting and appropriating said funds in Project CI2422 - Fire Station 1 Land Procurement, and (7) authorizing the Mayor to execute all documents necessary to facilitate the transactions described herein
- N7 An Ordinance approving the Memorandum of Understanding between the Colorado Department of Military & Veterans Affairs (DMVA) and the Pueblo Fire Department allowing the Authority Having Jurisdiction (AHJ) over DMVA facilities operations in Pueblo City limits for building construction plan review and related inspections, fire safety inspections, and fire safety permits and authorizing the Mayor to execute the same.
- N8 An Ordinance Amending the Fiscal Year 2024 Staffing Ordinance by Adding Three (3) Full-time Positions to the Authorized Staffing of the Law Department

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for March 25, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution confirming the appointment of Carla L. Sikes to the position of City Attorney
- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Pueblo Children's Chorale in the amount of \$3,000 to sponsor its 2023-2024 28th Season
- Q3 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Latino Chamber Development Foundation in the amount of \$1,500 to sponsor a table at the Pueblo Latino Veterans Profiles in Courage event on September 28, 2024, at 5 pm in the Pueblo Convention Center
- Q4 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Mariposa Center for Safety in the amount of \$1,000 to sponsor the Mother's Day Virtual Silent Auction to be held from May 3rd through May 5th, 2024
- Q5 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Mad Fresh Productions in the amount of \$2,000 to sponsor the Free Hip Hop Festival to be held on July 20, 2024 at Mineral Palace Park
- Q6 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Super Team PCSO in the amount of \$1,000 to sponsor the St. Baldrick's Head Shaving Event on March 16, 2024 at the Pueblo West VFW
- Q7 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Pueblo Memorial Hall in the amount of \$3,800 to sponsor the Pueblo Has Talent events from April 6 through April 27, 2024

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance establishing Project ED2401, the Fire Suppression 2nd FI Server Room, transferring \$11,924 from 41300000-56901, Projects to be Determined to ED2401, budgeting and appropriating funds in the amount of \$11,924, and authorizing the Mayor to execute same - *Introduced February 26, 2024 by Councilor Dennis Flores*
- R2 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, by and through the Colorado State Fair Authority, related to the use of State facilities in support of a City-Wide Cleanup Event and authorizing the Mayor to execute said agreement - *Introduced February 26, 2024 by Councilor Dennis Flores*
- R3 An Ordinance repealing Section 14-12-8(c) of the Pueblo Municipal Code relating to the retail marijuana excise tax rate and amending Section 14-12-2(a) of the Pueblo Municipal Code to modify the excise tax rate to five percent - *Introduced February 26, 2024 by President Mark Aliff*
- R4 An Ordinance extending the term of the current Collective Bargaining Agreement between The City of Pueblo and Pueblo Association of Government Employees for a one-year period commencing January 1, 2025, through December 31, 2025 - *Introduced February 26, 2024 by Councilor Dennis Flores*
- R5 An Ordinance amending Chapter 8 of Title VI and Chapter 13 of Title VI allowing the Mayor to temporarily modify requirements relating to the filling of personnel vacancies - *Introduced February 26, 2024 by Councilor Dennis Flores*
- R6 An Ordinance budgeting and appropriating \$50,000 from the unappropriated General Fund balance to be paid to the Southern Colorado Small Business Development Center - *Introduced February 26, 2024 by Councilor Dennis Flores*
- R7 An Ordinance establishing Fund No. 456 - Fire Stations and budgeting and appropriating the proceeds received from the issuance of the Series 2023 Certificates of Participation and all future funds received into Fund No. 456. - *Introduced February 26, 2024 by Councilor Dennis Flores*
- R8 An Ordinance making certain legislative findings and approving The Bluffs Phase 1 Urban Renewal Plan - *Introduced February 26, 2024 by President Mark Aliff*
- R9 An Ordinance making certain legislative findings and approving the North Elizabeth Hotel Urban Renewal Plan - *Introduced February 26, 2024 by President Mark Aliff*
- R10 An Ordinance budgeting and appropriating \$71,500 from the unappropriated fund balance from the General Fund and authorizing the expenditure of the same to the Mariposa Center for Safety for operational cost through June 2024 - *Introduced February 26, 2024 by Councilor Dennis Flores*

S. COMMUNICATIONS

- S1 A Citizen filed an Ethics Complaint against Councilor Regina Maestri

T. ADJOURN



**SPECIAL CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
TUESDAY, FEBRUARY 20, 2024 - 6:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:07 pm.

B. ROLL CALL

Council Members Present: Dennis Flores, Regina Maestri, Roger Gomez, Mark Aliff, Joe Latino.

Council Members Present via Zoom: Sarah Martinez.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Interim Chief of Staff Marisa Pacheco, Assistant City Attorney Lisa Machiئتio, Deputy City Clerk Vincent Petkosek.

C. COMMUNICATIONS

C1 AT LARGE CITY COUNCIL MEMBER VACANCY

**REQUIRED COUNCIL ACTION: MOTION TO ACCEPT
COMMUNICATION; MOTION TO SELECT CANDIDATES FOR INTERVIEWS
FOR AT LARGE CITY COUNCIL MEMBER VACANCY ON FEBRUARY 22,
2024.**

A staff report was presented by Deputy City Clerk Vincent Petkosek.

Councilor Maestri, seconded by Councilor Flores, moved to accept the communication.

Roll Call - **Ayes:** Mark Aliff, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez. **Nays:** None. Motion 6-0.

Councilor Maestri, seconded by Councilor Flores, moved to approve Chris Nicoll, Charles Hernandez, Andrea Faletta, Andrea Naglich, Daniel McHenry and Anita Cofer to be interviewed.

Roll Call - **Ayes:** Mark Aliff, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez. **Nays:** None. Motion 6-0.

D. ADJOURN

President Aliff adjourned the meeting at 7:14 pm.

Respectfully submitted,

K.R. P

Vincent Petkosek
Deputy City Clerk



**SPECIAL CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
THURSDAY, FEBRUARY 22, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

B. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Interim Chief of Staff Marisa Pacheco, Assistant City Attorney Lisa Machiettino, Deputy City Clerk Vincent Petkosek.

C. RESOLUTION

C1 A RESOLUTION APPOINTING A QUALIFIED PERSON TO FILL THE VACANT AT-LARGE CITY COUNCILOR SEAT CREATED BY THE ELECTION OF HEATHER GRAHAM AS MAYOR

Councilor Flores, seconded by Councilor Gomez, motioned to suspend the rule that a failed motion to appoint disqualifies a candidate to process with a first option to a nomination process and proceed as otherwise discussed.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 6-0.

Deputy City Clerk Vincent Petkosek presented the results of the post-interview focus tool rankings to members of the Pueblo City Council. The ranking went as follows: Charles Hernandez, Andrea Falletta, and Chris Nicholl.

Deputy City Clerk Vincent Petkosek conducted a roll call ballot requesting council members to voice their preference. President Aliff stated Andrea Falletta. Councilor Flores stated Charles Hernandez. Councilor Gomez stated Chris Nicholl. Councilor Latino stated Andrea Niglich. Councilor Maestri stated Andrea Falletta. Councilor Martinez stated Andrea Niglich.

Councilor Flores, seconded by Martinez to nominate Charles Hernandez to the At-Large City Council Seat.

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion failed 2-4.

Councilor Martinez, seconded by Flores to nominate Adrea Niglich to the At-Large City Council Seat.

Roll Call - **Ayes:** Councilor Flores, Councilor Latino, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Maestri. Motion failed 3-3.

Councilor Gomez, seconded by Latino to nominate Chris Nicholl to the At-Large City Council Seat.

Roll Call - **Ayes:** Councilor Gomez, Councilor Latino. **Nays:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Maestri, Councilor Martinez. Motion failed 2-4.

Councilor Maestri, seconded by President Aliff to nominate Andrea Falletta to the At-Large City Council Seat.

Roll Call - **Ayes:** Councilor Gomez, Councilor Latino. **Nays:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Maestri, Councilor Martinez. Motion failed 3-3.

President Aliff, seconded by Councilor Flores to nominate Charles Hernandez to the At-Large City Council Seat.

Roll Call - **Ayes:** President Aliff, Councilor Flores Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino. Motion past 4-2.

Councilor Flores, seconded by Martinez motion to approve the resolution to name Charles Hernandez to fill the At-Large City Council Seat.

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion failed 3-3.

Councilor Flores, seconded by Martinez motion to approve the resolution to name Charles Hernandez to fill the At-Large City Council Seat.

Roll Call - **Ayes:** Councilor Flores, Councilor Maestri, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino. Motion past 4-2.

D. ADJOURN

President Aliff adjourned the meeting at 7:50 pm.

Respectfully submitted,



Vincent Petkosek
Deputy City Clerk



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, FEBRUARY 26, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:42 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Interim Chief of Staff Marisa Pacheco, Interim City Attorney Carla Sikes, City Clerk Marisa Stoller.

E. OATH OF OFFICE

This item was skipped.

F. SPECIAL RECOGNITIONS

F1 PROCLAMATION PRESENTATION: "AMERICAN RED CROSS MONTH - MARCH 2024" - PHIL MARTINEZ, EXECUTIVE DIRECTOR AMERICAN RED CROSS OF COLORADO SPRINGS & SOUTHEASTERN COLORADO

G. PUBLIC FORUM

- Elvis Martinez - SB/HB Unhoused, more
- Jessie Garcia - youth soccer fields/Pueblo City Park
- Ted Freeman - HARP & PURA projects
- Renee Zink - Camping ban

H. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Mayor Graham reviewed possible parks for soccer field use, and discussed the Mitchell Park Community Mural in progress and associated events.

I. REVIEW AND APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Maestri, moved to move M4, M19, N3, N8 and N9 to the regular agenda, to continue R11 to the March 11, 2024 agenda and approve the agenda as amended.

Councilor Martinez, seconded by Council Maestri, moved to amend the motion to remove R13 from the agenda as well.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES FEBRUARY 12, 2023

Councilor Maestri, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **February 12, 2024** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 01/10/2024

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$374,339.54 TO AA CONSTRUCTION CO., FOR PROJECT NO. 24-001, CONCRETE IMPROVEMENTS - ELIZABETH STREET PHASE 1 (CITY CENTER TO 16TH STREET), SETTING FORTH \$75,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15504.

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,360 TO MESA FAB SHOP, INC., FOR PROJECT NO. 24-024, REPLACE FENCING FOR GENERATOR AT POPE BLOCK BUILDING, SETTING FORTH \$5,640 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15505.

M3 A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE MAYORAL RUNOFF SPECIAL MUNICIPAL ELECTION HELD ON JANUARY 23, 2024

This Resolution was assigned as 15506.

M5 A RESOLUTION AUTHORIZING THE EXTENSION OF THE CONDITIONAL WAIVERS OF FEES RELATING TO WASTEWATER UTILITY TAP AND PLANT INVESTMENT FEES AND GRANTING WAIVERS FOR OTHER DEVELOPMENT FEES PERTAINING TO THE PUEBLO SPRINGS APARTMENT COMPLEX LOCATION ON THE SOUTHWEST CORNER OF NORTH PUEBLO BOULEVARD AND WEST 31ST STREET IN THE CITY OF PUEBLO

This Resolution was assigned as 15507.

M6 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$673,046.55 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-006, ASPHALT IMPROVEMENTS - CITY COMPOUND AREAS, SETTING FORTH \$100,953.45 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15508.

M7 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$62,869.41 TO AA CONSTRUCTION CO., FOR PROJECT NO. 24-007, CONCRETE IMPROVEMENTS - VICTORIA STREET & B STREET, SETTING FORTH \$14,130.59 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15509.

M8 A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JANUARY 30, 2024 THROUGH JUNE 30, 2024, ESTABLISHING PROJECT #PS2404, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,600.00 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

This Resolution was assigned as 15510.

M9 A RESOLUTION TABLING FINAL ACTION ON 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 FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

This Resolution was assigned as 15511.

M10 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO REFUND SANITARY SEWER FEES OF \$699.20 TO SAUL MENDOZA COBOS

This Resolution was assigned as 15512.

M11 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,985.61 WITH PARKER EXCAVATING, INC. FOR

EMERGENCY SANITARY SEWER POINT REPAIR AT 900 W. NORTHERN AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

This Resolution was assigned as 15513.

M12 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,405.91 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 28 DRAKE ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15514.

M13 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$7,217.50 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1236 PINE ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15515.

M14 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$4,374.92 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT THE WASTEWATER TREATMENT PLANT DRYING BED DRAIN LINE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15516.

M15 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$444,175.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$88,835 FOR CONTINGENCIES, FOR PROJECT NO. 24-009 (WWAN05) 2024 MANHOLE AND INSPECTION PIPE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as 15517.

M16 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$17,559.31 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 58 GLENROYAL DR, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15518.

M17 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$142,250.00 TO OLSSON, INC., A REGISTERED NEBRASKA CORPORATION AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 23-146 DESIGN FOR INTERSECTION OF PRAIRIE AND ST. CLAIR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15519.

M18 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF

MICHAEL BRISCOE AND SHAUNDAWNA FERGUSON TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2025 ON THE PUEBLO ENERGY ADVISORY COMMISSION

This Resolution was assigned as 15520.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE ESTABLISHING PROJECT ED2401, THE FIRE SUPPRESSION 2ND FL SERVER ROOM, TRANSFERRING \$11,924 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2401, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$11,924, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N2 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT**
- N4 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025**
- N5 AN ORDINANCE AMENDING CHAPTER 8 OF TITLE VI AND CHAPTER 13 OF TITLE VI ALLOWING THE MAYOR TO TEMPORARILY MODIFY REQUIREMENTS RELATING TO THE FILLING OF PERSONNEL VACANCIES**
- N6 AN ORDINANCE BUDGETING AND APPROPRIATING \$50,000 FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO BE PAID TO THE SOUTHERN COLORADO SMALL BUSINESS DEVELOPMENT CENTER**
- N7 AN ORDINANCE ESTABLISHING FUND NO. 456 - FIRE STATIONS AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2023 CERTIFICATES OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO FUND NO. 456.**

O. APPROVAL OF CONSENT AGENDA

Councilor Flores, seconded by Councilor Maestri, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for March 11, 2024, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

P. REGULAR AGENDA

M4 A RESOLUTION AUTHORIZING PAYMENT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF MAKING CERTAIN IMPROVEMENTS ON THE CITY PARK TENNIS COMPLEX AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

This item was removed from the Consent agenda.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino. Motion Passed 4-2.

This Resolution was assigned as 15521.

M19 A RESOLUTION CONFIRMING THE APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2024

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

President Aliff, seconded by Councilor Latino, moved to amend the Resolution by changing section 12 to Councilor Charles Hernandez and section 13 to be Joe Latino.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15522.

N3 AN ORDINANCE REPEALING SECTION 14-12-8(C) OF THE PUEBLO MUNICIPAL CODE RELATING TO THE RETAIL MARIJUANA EXCISE TAX RATE AND AMENDING SECTION 14-12-2(A) OF THE PUEBLO MUNICIPAL CODE TO MODIFY THE EXCISE TAX RATE TO FIVE PERCENT

A staff report and detailed review of the Resolution was given by Interim City Attorney Carla Sikes.

President Aliff, seconded by Councilor Flores, moved to pass the ordinance on first reading, setting the public hearing for March 11, 2024, and ordered the ordinance to be published BY TITLE.

Roll Call - **Ayes:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** Councilor Flores, Councilor Martinez. Motion Passed 4-2.

N8 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE BLUFFS PHASE 1 URBAN RENEWAL PLAN

A staff report and detailed review of the Resolution was given by Interim City Attorney

Carla Sikes.

President Aliff, seconded by Councilor Flores, moved to pass the ordinance on first reading, setting the public hearing for March 11, 2024, and ordered the ordinance to be published BY TITLE.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

N9 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE NORTH ELIZABETH HOTEL URBAN RENEWAL PLAN

A staff report and detailed review of the Resolution was given by Interim City Attorney Carla Sikes.

President Aliff, seconded by Councilor Martinez, moved to pass the ordinance on first reading, setting the public hearing for March 11, 2024, and ordered the ordinance to be published BY TITLE.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO CHILD ADVOCACY CENTER IN THE AMOUNT OF \$1,200 TO SPONSOR A TABLE AT THE BLUE SNEAKER BALL ON FRIDAY, APRIL 26, 2024 AT 6 PM IN THE PUEBLO CONVENTION CENTER

A staff report and detailed review of the Resolution was given by Interim Chief of Staff Marisa Pacheco.

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15523.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN JORDAN ENGINEERING, LLC., A NEW MEXICO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10654.

R2 AN ORDINANCE ESTABLISHING PROJECT NO. CI2423 - ENERGY PERFORMANCE CONTRACT AUDIT, BUDGETING AND APPROPRIATING \$125,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND FOR SAID PROJECT, AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE AND THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10655.

R3 AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$65,000.00 FROM GOODWIN KNIGHT, LLC SATISFYING DEVELOPER'S OBLIGATION WITH RESPECT TO INSTALLATION OF TRAFFIC CONTROL IMPROVEMENTS AT THE INTERSECTION OF PARKER BOULEVARD AND SPAULDING AVENUE, A CONDITION OF THE "EAST OF PUEBLO BOULEVARD AND SOUTH OF TUXEDO BOULEVARD" ANNEXATION AGREEMENT DATED MAY 25, 2001 AND APPROVED UNDER ORDINANCE NO. 6688; ESTABLISHING PROJECT NO. CI2425 - TRAFFIC CONTROL IMPROVEMENTS AT PARKER AND SPAULDING; AND BUDGETING AND APPROPRIATING \$65,000.00 INTO SAID ACCOUNT

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10656.

R4 AN ORDINANCE APPROVING A TRAIL LICENSE AGREEMENT AND A LICENSE TO CROSS BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATED TO THE OPERATION AND MAINTENANCE OF TRAIL IMPROVEMENTS TO BE INSTALLED AS PART OF CDOT'S PROJECT TO RECONSTRUCT THE I-25/US-50B INTERCHANGE, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

PUBLIC HEARING:

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

Councilor Gomez, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10657.

R5 AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE ADMINISTRATION OF TENANT BASED RENTAL ASSISTANCE IN ACCORDANCE WITH THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM REQUIREMENTS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10658.

R6 AN ORDINANCE ESTABLISHING PROJECT NO. HO2470, TENANT BASED RENTAL ASSISTANCE PROJECT, TRANSFERRING \$75,000.00 FROM PROJECT NO. HO2150, \$25,000.00 FROM PROJECT NO. HO2260, \$66,978.83 FROM PROJECT NO. HO2130, AND ACCEPTING \$22,326.17 FROM THE COUNTY OF PUEBLO, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$189,305.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10659.**

R7 AN ORDINANCE APPROVING AN AGREEMENT TO PROVIDE TENANT BASED RENTAL ASSISTANCE IN THE AMOUNT OF \$189,305.00 BETWEEN POSADA INC., A COLORADO NON-PROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10660.**

R8 AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO PREPARE AN ENVIRONMENTAL AND CULTURAL DOCUMENTED CATEGORICAL EXCLUSION (CATEX) FOR THE TAXILANE REHABILITATION AND NEW HANGAR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10661.

R9 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DIVISION OF CRIMINAL JUSTICE 2023 SMART GRANT (STATE'S MISSION FOR ASSISTANCE IN RECRUITING AND TRAINING GRANT PROGRAM) IS A FUNDING OPPORTUNITY OFFERED THROUGH THE OFFICE OF ADULT AND JUVENILE ASSISTANCE (OAJJA) FOR FISCAL YEARS 2024 AND 2025, AWARD NO. 2023-LE-24-12, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2316, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$791,811.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS AND RATIFYING HER SIGNATURE THERETO

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10662.

R10 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW DIVISION OF COMMUNITY ENGAGEMENT GRANT TO SUPPORT THE FINANCIAL EMPOWERMENT CENTER FOR RESIDENTS OF THE CITY OF PUEBLO, ESTABLISHING PROJECT NUMBER CI2424, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$502,500.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Julia Cordova, Financial Empowerment Center.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10663.

R11 AN ORDINANCE BUDGETING AND APPROPRIATING \$71,500 FROM THE UNAPPROPRIATED FUND BALANCE FROM THE GENERAL FUND AND AUTHORIZING THE EXPENDITURE OF THE SAME TO THE MARIPOSA

CENTER FOR SAFETY FOR OPERATIONAL COST THROUGH JUNE 2024

This item was postponed to the March 11, 2024 agenda.

R12 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 REGARDING UNPAID INTERNSHIPS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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 Aliff declared the Hearing closed.

Councilor Latino, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10664**.

R13 AN ORDINANCE AMENDING CHAPTER 10 OF TITLE XI AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN THE CITY

This item was removed from the agenda.

S. ADJOURN

President Aliff adjourned the meeting at 9:33 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$472,991.41 TO PYRAMID CONSTRUCTION INC. FOR PROJECT NO. 24-050, PUB EAST GA APRON ASPHALT REHAB, SETTING FORTH \$64,436.45 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Pyramid Construction Inc. for Project No. 24-050 PUB East GA Apron Asphalt Rehab.

PREVIOUS COUNCIL ACTION:

Ordinance 10159, dated April 25, 2022, established project number AP2204, East GA Apron Rehabilitation, transferred funds in the amount of \$13,545 from the Airport Fund into AP2204, and approved an agreement for professional engineering services in the amount of \$13,545 to Dibble & Associates Consulting Engineers, Inc., in connection with Bid 17-062 RFQ - Pueblo Memorial Airport Engineer of Record.

Resolution 15085, dated December 12, 2022, transferred funds in the amount of \$588,119 from the Airport Fund to AP2204, East GA Apron Rehabilitation.

BACKGROUND:

This project will remediate the East General Aviation (GA) Apron at the Pueblo Municipal Airport. The East General Aviation Apron is located near Runway 8R-26L. Construction contract 23-028 Runway 8R-26L Rehabilitation project was competitively bid and awarded on 8/28/2023 to Pyramid Construction. The awarded contract will repave the entire runway 8R-26L. The Federal Aviation Administration maintains strict construction tolerances for work on an airfield. As part of these requirements, test sections for asphalt paving operations are required to be conducted. In lieu of having these test sections done and removed by the contractor at the end of the project, it was determined that conducting these test sections on the East General Aviation Apron

would provide a lasting benefit to the City of Pueblo. Therefore, the City of Pueblo Purchasing Director judged that a Sole-Source contract with Pyramid Construction would provide significant savings to the City of Pueblo and was keeping with the City of Pueblo charter requirements for fair and open competition. This Resolution awards the construction contract to Pyramid Construction Inc.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$537,427.86 (contract and contingencies) will be paid from account Project No. AP2204, East GA Apron Rehabilitation.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-050 Bid Summary

RESOLUTION NO. 15524

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$472,991.41 TO PYRAMID CONSTRUCTION INC. FOR PROJECT NO. 24-050, PUB EAST GA APRON ASPHALT REHAB, SETTING FORTH \$64,436.45 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a construction contract for the 23-028 Runway 8R-26L Rehabilitation project was competitively bid and awarded to Pyramid Construction on August 28, 2023; and,

WHEREAS, a sole-source contract to Pyramid Construction was approved, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-050 PUB East GA Apron Asphalt Rehab to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-050 PUB East GA Apron Asphalt Rehab to be performed, and the contract for said project is hereby awarded to Pyramid Construction Inc. in the amount of \$472,991.41.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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.....\$64,436.45

SECTION 4.

Funds in the amount of \$537,427.86, for the contract and contingencies, shall be from account Project AP2204, East GA Apron Rehabilitation.

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: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



PUB RW 8R-26L			CHANGE ORDER #1		Apron Pavement COR	
1	C-100-14.1	Contractor's Quality Control Program (CQCP) (Base Bid)	1	LS	\$13,225.00	\$13,225.00
2	C-102-5.1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control (Base Bid)	1	LS	\$4,420.61	\$4,420.61
3	C-105-6.1	Mobilization (Base Bid)	1	LS	\$13,285.00	\$13,285.00
6	P-101-5.3	Mill AC Pavement (Depth Varies)	15000	SY	\$1.18	\$17,700.00
11	P-401-8.1	Asphalt Surface Course	2532	TONS	\$158.15	\$400,435.80
12	P-603-5.1	Emulsified Asphalt Tack Coat	1500	GAL	\$6.15	\$9,225.00
14	P-605-5.2	Crack Seal (Tack Coat and Millings)	6000	LF	\$2.45	\$14,700.00
TOTAL CHANGE FOR CONTRACT:						\$472,991.41
The above prices, specifications, and conditions are satisfactory and are hereby accepted.						
Buyer: Signature:			Pyramid Construction, Inc.			
Date of Acceptance:			Estimator: Michael Dierks 719-291-6886 mdierks@pyramidconstructioninc.com			



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$382,320.50 TO DOUG VAUGHN, LLC FOR PROJECT NO. 24-004, CONCRETE IMPROVEMENTS - ELIZABETH STREET PHASE 2 (HWY 50 TO 17TH STREET), SETTING FORTH \$67,679.50 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Doug Vaughn, LLC for Project No. 24-004 Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project consists of the construction of concrete curb ramps and sidewalk on Elizabeth Street from State Hwy 50 to West 17th Street. This Resolution awards the construction contract to Doug Vaughn, LLC.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$450,000 (contract and contingencies) will be paid from account Project No. CI2415, Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-004 Bid Summary

RESOLUTION NO. 15525

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$382,320.50 TO DOUG VAUGHN, LLC FOR PROJECT NO. 24-004, CONCRETE IMPROVEMENTS - ELIZABETH STREET PHASE 2 (HWY 50 TO 17TH STREET), SETTING FORTH \$67,679.50 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 24-004 Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street) have been received and examined; and,

WHEREAS, the proposal of Doug Vaughn, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-004 Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-004 Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street) to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC in the amount of \$382,320.50.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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.....\$67,679.50

SECTION 4.

Funds in the amount of \$450,000.00, for the contract and contingencies, shall be from account Project CI2415, Street Rehabilitation.

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: March 11, 2024

BY: Roger Gomez
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. 24-004 (CI2415)

Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

RESPONSE DEADLINE: February 21, 2024 at 10:00 am

Report Generated: Wednesday, February 21, 2024

VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	\$382,320.50
CMS of Colorado Springs	\$395,026.02
AA Construction Co	\$396,945.89
Finsterwald Landscaping and Irrigation	\$406,768.51
Cedar Ridge Landscape, Inc	\$407,794.75
Lucky Dog Contracting	\$466,562.00
Baha Construction, Inc.	\$637,769.00
JARCCO Construction LLC	\$685,965.00
WGM Land Design. LLC	\$695,670.29
JCB Energy Services	\$720,062.45

EVALUATION TABULATION
IFB No. 24-004 (CI2415)
Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

TABLE 1 (Table 1 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs		Doug Vaughn, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Pavers	86	S.F.	\$4.49	\$386.14	\$10.00	\$860.00	\$2.50	\$215.00	\$3.60	\$309.60	\$2.00	\$172.00
X	2	Relocate Shrubs	133	S.F.	\$6.46	\$859.18	\$15.00	\$1,995.00	\$5.00	\$665.00	\$7.50	\$997.50	\$5.00	\$665.00
X	3	Remove Flagstone	162	S.F.	\$3.85	\$623.70	\$8.00	\$1,296.00	\$2.50	\$405.00	\$5.45	\$882.90	\$2.00	\$324.00
X	4	Remove Asphalt	5405	S.F.	\$3.18	\$17,187.90	\$5.00	\$27,025.00	\$2.20	\$11,891.00	\$2.84	\$15,350.20	\$2.50	\$13,512.50
X	5	Remove Curb and Gutter	2136	L.F.	\$10.52	\$22,470.72	\$7.50	\$16,020.00	\$6.00	\$12,816.00	\$10.35	\$22,107.60	\$5.50	\$11,748.00
X	6	Remove Concrete	10950	S.F.	\$3.90	\$42,705.00	\$5.00	\$54,750.00	\$1.75	\$19,162.50	\$3.69	\$40,405.50	\$2.50	\$27,375.00
X	7	Remove 7" Reinforced Concrete	347	S.F.	\$5.59	\$1,939.73	\$8.00	\$2,776.00	\$2.75	\$954.25	\$5.58	\$1,936.26	\$3.50	\$1,214.50
X	8	Construct Curbhead	2505	L.F.	\$13.90	\$34,819.50	\$15.00	\$37,575.00	\$16.00	\$40,080.00	\$16.65	\$41,708.25	\$20.00	\$50,100.00
X	9	Construct Curb and Gutter	2125	L.F.	\$34.93	\$74,226.25	\$42.00	\$89,250.00	\$36.00	\$76,500.00	\$26.19	\$55,653.75	\$29.00	\$61,625.00
X	10	Construct 4" Concrete	10587	S.F.	\$8.43	\$89,248.41	\$11.00	\$116,457.00	\$8.00	\$84,696.00	\$9.29	\$98,353.23	\$6.50	\$68,815.50

EVALUATION TABULATION

IFB No. 24-004 (CI2415)

Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Selected	Line Item	Description	Quantity	Unit of Measure	AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs		Doug Vaughn, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct 6" Concrete	1576	S.F.	\$9.71	\$15,302.96	\$15.00	\$23,640.00	\$11.50	\$18,124.00	\$10.50	\$16,548.00	\$7.00	\$11,032.00
X	12	Construct 7" Reinforced Concrete	355	S.F.	\$11.60	\$4,118.00	\$18.00	\$6,390.00	\$14.75	\$5,236.25	\$12.83	\$4,554.65	\$14.00	\$4,970.00
X	13	Construct 2" Asphalt Patch	334	S.F.	\$4.04	\$1,349.36	\$13.00	\$4,342.00	\$5.00	\$1,670.00	\$7.34	\$2,451.56	\$6.00	\$2,004.00
X	14	Construct Asphalt Roadway patch	4861	S.F.	\$9.67	\$47,005.87	\$16.00	\$77,776.00	\$8.75	\$42,533.75	\$7.47	\$36,311.67	\$8.00	\$38,888.00
X	15	Install 24"x24" Tactile Band	195	EA	\$119.17	\$23,238.15	\$325.00	\$63,375.00	\$230.00	\$44,850.00	\$172.91	\$33,717.45	\$119.00	\$23,205.00
X	16	Install 24"x30" Tactile Band	50	EA	\$149.95	\$7,497.50	\$375.00	\$18,750.00	\$300.00	\$15,000.00	\$206.51	\$10,325.50	\$150.00	\$7,500.00
X	17	Relocate Signs	5	EA	\$199.80	\$999.00	\$250.00	\$1,250.00	\$100.00	\$500.00	\$229.50	\$1,147.50	\$40.00	\$200.00
X	18	Reset Traffic Pull Box	5	EA	\$249.75	\$1,248.75	\$800.00	\$4,000.00	\$100.00	\$500.00	\$280.00	\$1,400.00	\$250.00	\$1,250.00
X	19	Install Sod	182	S.F.	\$5.20	\$946.40	\$6.00	\$1,092.00	\$3.00	\$546.00	\$5.95	\$1,082.90	\$10.00	\$1,820.00
X	20	Reset Water Valve	3	EA.	\$204.79	\$614.37	\$350.00	\$1,050.00	\$250.00	\$750.00	\$208.00	\$624.00	\$100.00	\$300.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Page 3

EVALUATION TABULATION

IFB No. 24-004 (CI2415)

Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Selected	Line Item	Description	Quantity	Unit of Measure	AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs		Doug Vaughn, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21	Install Class 6 Road Base	60	TON	\$42.30	\$2,538.00	\$85.00	\$5,100.00	\$55.00	\$3,300.00	\$55.80	\$3,348.00	\$35.00	\$2,100.00
X	22	Erosion and Sediment Control	1	L.S.	\$1,737.00	\$1,737.00	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$1,750.00	\$1,750.00	\$1,500.00	\$1,500.00
X	23	Traffic Control	1	L.S.	\$2,358.00	\$2,358.00	\$35,000.00	\$35,000.00	\$13,000.00	\$13,000.00	\$2,560.00	\$2,560.00	\$27,000.00	\$27,000.00
X	24	Mobilization	1	L.S.	\$3,526.00	\$3,526.00	\$45,500.00	\$45,500.00	\$13,500.00	\$13,500.00	\$1,500.00	\$1,500.00	\$25,000.00	\$25,000.00
Total						\$396,945.89		\$637,769.00		\$407,794.75		\$395,026.02		\$382,320.50

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Page 4

EVALUATION TABULATION
IFB No. 24-004 (CI2415)
Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

TABLE 1 (Table 2 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Finsterwald Landscaping and Irrigation		JARCCO Construction LLC		JCB Energy Services		Lucky Dog Contracting		WGM Land Design. LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Pavers	86	S.F.	\$9.53	\$819.58	\$8.00	\$688.00	\$4.35	\$374.10	\$3.50	\$301.00	\$8.88	\$763.68
X	2	Relocate Shrubs	133	S.F.	\$8.01	\$1,065.33	\$10.00	\$1,330.00	\$12.00	\$1,596.00	\$10.00	\$1,330.00	\$75.00	\$9,975.00
X	3	Remove Flagstone	162	S.F.	\$7.58	\$1,227.96	\$8.00	\$1,296.00	\$4.35	\$704.70	\$3.50	\$567.00	\$12.33	\$1,997.46
X	4	Remove Asphalt	5405	S.F.	\$2.68	\$14,485.40	\$6.00	\$32,430.00	\$6.80	\$36,754.00	\$2.50	\$13,512.50	\$3.61	\$19,512.05
X	5	Remove Curb and Gutter	2136	L.F.	\$8.82	\$18,839.52	\$16.00	\$34,176.00	\$16.40	\$35,030.40	\$10.00	\$21,360.00	\$11.39	\$24,329.04
X	6	Remove Concrete	10950	S.F.	\$3.34	\$36,573.00	\$6.00	\$65,700.00	\$5.50	\$60,225.00	\$2.50	\$27,375.00	\$12.33	\$135,013.50
X	7	Remove 7" Reinforced Concrete	347	S.F.	\$10.66	\$3,699.02	\$8.00	\$2,776.00	\$8.35	\$2,897.45	\$4.50	\$1,561.50	\$19.88	\$6,898.36
X	8	Construct Curbhead	2505	L.F.	\$15.18	\$38,025.90	\$39.00	\$97,695.00	\$18.30	\$45,841.50	\$16.00	\$40,080.00	\$23.55	\$58,992.75
X	9	Construct Curb and Gutter	2125	L.F.	\$34.79	\$73,928.75	\$43.00	\$91,375.00	\$52.50	\$111,562.50	\$40.00	\$85,000.00	\$26.11	\$55,483.75
X	10	Construct 4" Concrete	10587	S.F.	\$8.32	\$88,083.84	\$10.00	\$105,870.00	\$12.50	\$132,337.50	\$10.50	\$111,163.50	\$19.87	\$210,363.69

EVALUATION TABULATION

IFB No. 24-004 (CI2415)

Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Selected	Line Item	Description	Quantity	Unit of Measure	Finsterwald Landscaping and Irrigation		JARCCO Construction LLC		JCB Energy Services		Lucky Dog Contracting		WGM Land Design. LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct 6" Concrete	1576	S.F.	\$9.59	\$15,113.84	\$11.00	\$17,336.00	\$16.30	\$25,688.80	\$12.50	\$19,700.00	\$29.33	\$46,224.08
X	12	Construct 7" Reinforced Concrete	355	S.F.	\$11.48	\$4,075.40	\$13.00	\$4,615.00	\$28.75	\$10,206.25	\$16.00	\$5,680.00	\$41.00	\$14,555.00
X	13	Construct 2" Asphalt Patch	334	S.F.	\$3.44	\$1,148.96	\$10.00	\$3,340.00	\$14.10	\$4,709.40	\$12.00	\$4,008.00	\$9.25	\$3,089.50
X	14	Construct Asphalt Roadway patch	4861	S.F.	\$4.47	\$21,728.67	\$12.00	\$58,332.00	\$16.15	\$78,505.15	\$12.00	\$58,332.00	\$10.63	\$51,672.43
X	15	Install 24"x24" Tactile Band	195	EA	\$246.00	\$47,970.00	\$275.00	\$53,625.00	\$325.00	\$63,375.00	\$200.00	\$39,000.00	\$126.00	\$24,570.00
X	16	Install 24"x30" Tactile Band	50	EA	\$307.50	\$15,375.00	\$325.00	\$16,250.00	\$325.00	\$16,250.00	\$250.00	\$12,500.00	\$189.50	\$9,475.00
X	17	Relocate Signs	5	EA	\$164.00	\$820.00	\$475.00	\$2,375.00	\$385.00	\$1,925.00	\$275.00	\$1,375.00	\$250.00	\$1,250.00
X	18	Reset Traffic Pull Box	5	EA	\$328.00	\$1,640.00	\$4,000.00	\$20,000.00	\$265.00	\$1,325.00	\$275.00	\$1,375.00	\$450.00	\$2,250.00
X	19	Install Sod	182	S.F.	\$2.87	\$522.34	\$8.00	\$1,456.00	\$3.85	\$700.70	\$3.25	\$591.50	\$2.50	\$455.00
X	20	Reset Water Valve	3	EA.	\$170.40	\$511.20	\$500.00	\$1,500.00	\$175.00	\$525.00	\$350.00	\$1,050.00	\$1,550.00	\$4,650.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Page 6

EVALUATION TABULATION

IFB No. 24-004 (CI2415)

Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Selected	Line Item	Description	Quantity	Unit of Measure	Finsterwald Landscaping and Irrigation		JARCCO Construction LLC		JCB Energy Services		Lucky Dog Contracting		WGM Land Design. LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21	Install Class 6 Road Base	60	TON	\$68.58	\$4,114.80	\$105.00	\$6,300.00	\$69.65	\$4,179.00	\$95.00	\$5,700.00	\$115.00	\$6,900.00
X	22	Erosion and Sediment Control	1	L.S.	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$7,850.00	\$7,850.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00
X	23	Traffic Control	1	L.S.	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$27,500.00	\$27,500.00	\$6,000.00	\$6,000.00	\$1,800.00	\$1,800.00
X	24	Mobilization	1	L.S.	\$1,000.00	\$1,000.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00	\$8,000.00	\$8,000.00	\$4,500.00	\$4,500.00
Total						\$406,768.51		\$685,965.00		\$720,062.45		\$466,562.00		\$695,670.29

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Page 7

EVALUATION TABULATION
 IFB No. 24-004 (CI2415)
 Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	AA Construction Co	Baha Construction, Inc.	CMS of Colorado Springs	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Finsterwald Landscaping and Irrigation	JARCCO Construction LLC	JCB Energy Services	Lucky Dog Contracting	WGM Land Design. LLC
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS										
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:										
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION
 IFB No. 24-004 (CI2415)
 Concrete Improvements - Elizabeth Street Phase 2 (Hwy 50 to 17th Street)

Question Title	AA Construction Co	Baha Construction, Inc.	CMS of Colorado Springs	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Finsterwald Landscaping and Irrigation	JARCCO Construction LLC	JCB Energy Services	Lucky Dog Contracting	WGM Land Design. LLC
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass		Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$373,877 TO A5 CONSTRUCTION FOR PROJECT NO. 24-003, CONCRETE IMPROVEMENTS - CHEYENNE AVENUE (19TH ST TO 29TH ST), SETTING FORTH \$75,123 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to A5 Construction for Project No. 24-003, Concrete Improvements - Cheyenne Avenue (19th St to 29th St).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project consists of concrete improvements for ADA compliance to Cheyenne Avenue between 19th and 29th Streets. This Resolution awards the construction contract to A5 Construction.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$449,000 (contract and contingencies) will be paid from account Project No. CI2415, Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-003 Bid Summary

RESOLUTION NO. 15526

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$373,877 TO A5 CONSTRUCTION FOR PROJECT NO. 24-003, CONCRETE IMPROVEMENTS - CHEYENNE AVENUE (19TH ST TO 29TH ST), SETTING FORTH \$75,123 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 24-003, Concrete Improvements - Cheyenne Avenue (19th St to 29th St) have been received and examined; and,

WHEREAS, the proposal of A5 Construction was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-003, Concrete Improvements - Cheyenne Avenue (19th St to 29th St) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-003, Concrete Improvements - Cheyenne Avenue (19th St to 29th St) to be performed, and the contract for said project is hereby awarded to A5 Construction in the amount of \$373,877.00.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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.....\$75,123.00

SECTION 4.

Funds in the amount of \$449,000.00, for the contract and contingencies, shall be from account Project CI2415, Street Rehabilitation.

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: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-003 (CI2415)
Concrete Improvements - Cheyenne Avenue (19th to 29th)
RESPONSE DEADLINE: February 14, 2024 at 10:00 am
Report Generated: Friday, February 23, 2024

VENDOR TOTALS

Vendor	Total
A 5 Construction	\$373,877.00
AA Construction Co	\$376,721.93
Cedar Ridge Landscape, Inc	\$390,461.75
CMS of Colorado Springs	\$398,826.95
Finsterwald Landscaping and Irrigation	\$422,325.96
Lucky Dog Contracting	\$457,946.00
KRM CONCRETE LLC	\$458,825.00
JARCCO Construction LLC	\$489,459.00
Baha Construction, Inc.	\$528,839.00
WGM Land Design. LLC	\$1,123,782.47

EVALUATION TABULATION
IFB No. 24-003 (CI2415)
Concrete Improvements - Cheyenne Avenue (19th to 29th)

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Unclassified Excavation	12	CY	\$100.00	\$1,200.00	\$38.11	\$457.32	\$150.00	\$1,800.00	\$55.00	\$660.00	\$35.00	\$420.00
X	2	Remove Asphalt	2984	SF	\$4.00	\$11,936.00	\$3.41	\$10,175.44	\$6.00	\$17,904.00	\$2.50	\$7,460.00	\$3.15	\$9,399.60
X	3	Remove Curb and Gutter	1436	LF	\$9.00	\$12,924.00	\$11.27	\$16,183.72	\$8.00	\$11,488.00	\$8.00	\$11,488.00	\$11.50	\$16,514.00
X	4	Remove Concrete	3133	SF	\$4.00	\$12,532.00	\$4.17	\$13,064.61	\$5.00	\$15,665.00	\$2.25	\$7,049.25	\$4.10	\$12,845.30
X	5	Remove 7" Reinforced Concrete	1653	SF	\$5.00	\$8,265.00	\$5.99	\$9,901.47	\$7.00	\$11,571.00	\$3.50	\$5,785.50	\$6.20	\$10,248.60
X	6	Remove Curb Head	142	LF	\$5.00	\$710.00	\$6.15	\$873.30	\$5.00	\$710.00	\$5.00	\$710.00	\$11.00	\$1,562.00
X	7	Construct Curb Head	735	LF	\$22.00	\$16,170.00	\$14.88	\$10,936.80	\$27.00	\$19,845.00	\$18.00	\$13,230.00	\$18.50	\$13,597.50
X	8	Construct Curb and Gutter	1436	LF	\$38.00	\$54,568.00	\$37.42	\$53,735.12	\$40.00	\$57,440.00	\$38.00	\$54,568.00	\$29.10	\$41,787.60
X	9	Construct 4" Concrete	14348	SF	\$8.00	\$114,784.00	\$9.03	\$129,562.44	\$11.00	\$157,828.00	\$8.75	\$125,545.00	\$10.32	\$148,071.36
X	10	Construct 6" Concrete	4742	SF	\$9.50	\$45,049.00	\$10.40	\$49,316.80	\$15.00	\$71,130.00	\$11.75	\$55,718.50	\$11.67	\$55,339.14

EVALUATION TABULATION

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct 7" Reinforced Concrete	1653	SF	\$11.00	\$18,183.00	\$12.42	\$20,530.26	\$18.00	\$29,754.00	\$15.00	\$24,795.00	\$14.25	\$23,555.25
X	12	Construct Asphalt Roadway Patch	3062	SF	\$8.00	\$24,496.00	\$10.37	\$31,752.94	\$12.00	\$36,744.00	\$8.75	\$26,792.50	\$8.30	\$25,414.60
X	13	Relocate Fence	200	LF	\$12.00	\$2,400.00	\$27.08	\$5,416.00	\$25.00	\$5,000.00	\$17.00	\$3,400.00	\$12.00	\$2,400.00
X	14	Relocate Sign	14	EA	\$150.00	\$2,100.00	\$227.92	\$3,190.88	\$250.00	\$3,500.00	\$100.00	\$1,400.00	\$255.00	\$3,570.00
X	15	Install Tactile Band 24"x30"	68	EA	\$160.00	\$10,880.00	\$160.63	\$10,922.84	\$400.00	\$27,200.00	\$310.00	\$21,080.00	\$365.00	\$24,820.00
X	16	Class 6 Base Material (Place and Compact)	56	TON	\$30.00	\$1,680.00	\$45.31	\$2,537.36	\$85.00	\$4,760.00	\$55.00	\$3,080.00	\$62.00	\$3,472.00
X	17	Erosion and Sediment Control	1	LS	\$5,500.00	\$5,500.00	\$1,861.39	\$1,861.39	\$3,500.00	\$3,500.00	\$700.00	\$700.00	\$1,750.00	\$1,750.00
X	18	Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$2,526.18	\$2,526.18	\$18,000.00	\$18,000.00	\$12,000.00	\$12,000.00	\$2,560.00	\$2,560.00
X	19	Mobilization	1	LS	\$5,500.00	\$5,500.00	\$3,777.06	\$3,777.06	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$1,500.00	\$1,500.00
Total						\$373,877.00		\$376,721.93		\$528,839.00		\$390,461.75		\$398,826.95

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 3

EVALUATION TABULATION

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

BASE BID (Table 2 of 2)

Base Bid					Finsterwald Landscaping and Irrigation		JARCCO Construction LLC		KRM CONCRETE LLC		Lucky Dog Contracting		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Unclassified Excavation	12	CY	\$35.62	\$427.44	\$129.00	\$1,548.00	\$90.00	\$1,080.00	\$65.00	\$780.00	\$125.00	\$1,500.00
X	2	Remove Asphalt	2984	SF	\$3.28	\$9,787.52	\$5.00	\$14,920.00	\$6.00	\$17,904.00	\$2.50	\$7,460.00	\$19.02	\$56,755.68
X	3	Remove Curb and Gutter	1436	LF	\$11.92	\$17,117.12	\$15.00	\$21,540.00	\$13.00	\$18,668.00	\$10.00	\$14,360.00	\$18.43	\$26,465.48
X	4	Remove Concrete	3133	SF	\$4.09	\$12,813.97	\$5.00	\$15,665.00	\$6.00	\$18,798.00	\$2.50	\$7,832.50	\$17.89	\$56,049.37
X	5	Remove 7" Reinforced Concrete	1653	SF	\$14.00	\$23,142.00	\$7.00	\$11,571.00	\$8.00	\$13,224.00	\$4.50	\$7,438.50	\$22.33	\$36,911.49
X	6	Remove Curb Head	142	LF	\$6.91	\$981.22	\$14.00	\$1,988.00	\$13.00	\$1,846.00	\$8.00	\$1,136.00	\$17.89	\$2,540.38
X	7	Construct Curb Head	735	LF	\$18.53	\$13,619.55	\$39.00	\$28,665.00	\$23.00	\$16,905.00	\$18.00	\$13,230.00	\$21.47	\$15,780.45
X	8	Construct Curb and Gutter	1436	LF	\$42.44	\$60,943.84	\$42.00	\$60,312.00	\$43.00	\$61,748.00	\$42.00	\$60,312.00	\$23.07	\$33,128.52
X	9	Construct 4" Concrete	14348	SF	\$10.34	\$148,358.32	\$9.00	\$129,132.00	\$10.00	\$143,480.00	\$10.50	\$150,654.00	\$24.22	\$347,508.56
X	10	Construct 6" Concrete	4742	SF	\$11.87	\$56,287.54	\$10.00	\$47,420.00	\$11.00	\$52,162.00	\$12.50	\$59,275.00	\$26.05	\$123,529.10

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 4

EVALUATION TABULATION

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

Base Bid					Finsterwald Landscaping and Irrigation		JARCCO Construction LLC		KRM CONCRETE LLC		Lucky Dog Contracting		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct 7" Reinforced Concrete	1653	SF	\$14.00	\$23,142.00	\$12.00	\$19,836.00	\$14.00	\$23,142.00	\$18.00	\$29,754.00	\$64.00	\$105,792.00
X	12	Construct Asphalt Roadway Patch	3062	SF	\$5.46	\$16,718.52	\$11.00	\$33,682.00	\$14.00	\$42,868.00	\$12.00	\$36,744.00	\$97.00	\$297,014.00
X	13	Relocate Fence	200	LF	\$25.00	\$5,000.00	\$15.00	\$3,000.00	\$5.00	\$1,000.00	\$28.00	\$5,600.00	\$21.30	\$4,260.00
X	14	Relocate Sign	14	EA	\$150.00	\$2,100.00	\$400.00	\$5,600.00	\$200.00	\$2,800.00	\$275.00	\$3,850.00	\$125.00	\$1,750.00
X	15	Install Tactile Band 24"x30"	68	EA	\$385.30	\$26,200.40	\$275.00	\$18,700.00	\$50.00	\$3,400.00	\$400.00	\$27,200.00	\$56.33	\$3,830.44
X	16	Class 6 Base Material (Place and Compact)	56	TON	\$83.67	\$4,685.52	\$105.00	\$5,880.00	\$50.00	\$2,800.00	\$95.00	\$5,320.00	\$86.00	\$4,816.00
X	17	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$950.00	\$950.00
X	18	Traffic Control	1	LS	\$1.00	\$1.00	\$25,000.00	\$25,000.00	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$1,201.00	\$1,201.00
X	19	Mobilization	1	LS	\$500.00	\$500.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
Total						\$422,325.96		\$489,459.00		\$458,825.00		\$457,946.00		\$1,123,782.47

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 5

EVALUATION TABULATION
 IFB No. 24-003 (CI2415)
 Concrete Improvements - Cheyenne Avenue (19th to 29th)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	AA Construction Co	Baha Construction, Inc.	CMS of Colorado Springs	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	JARCCO Construction LLC	KRM CONCRETE LLC	Lucky Dog Contracting	WGM Land Design. LLC
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS										
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:										
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

Question Title	A 5 Construction	AA Construction Co	Baha Construction, Inc.	CMS of Colorado Springs	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	JARCCO Construction LLC	KRM CONCRETE LLC	Lucky Dog Contracting	WGM Land Design. LLC
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 7



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$206,540.70 FROM CI2415, STREET REHABILITATION TO CI2309, ROAD & STREET REPAIRS, AWARDING CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF \$299,633.01 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-056, ASPHALT IMPROVEMENTS - REGENCY CREST, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers funds in the amount of \$206,540.70 from Project CI2415, Street Rehabilitation to CI2309, Road & Street Repairs and awards Contract Amendment No. 2 in the amount of \$299,633.01 to A-1 Chipseal Co., for Project No. 23-056 Asphalt Improvements - Regency Crest.

PREVIOUS COUNCIL ACTION:

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

Resolution 15239, dated May 22, 2023, awarded Contract Amendment #1 to A-1 Chipseal Co. to add Troy Avenue and Rawlings Boulevard to the contract, 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 sealing in the Regency Crest Neighborhood. Contract Amendment No. 1 added work to repair Troy Avenue and Rawlings Boulevard Asphalt.

The additional work includes the following:

- Additional crackseal and mastic required due to larger and deeper than expected cracks.
- Additional work required to remove and replace asphalt due to thickness of asphalt.
- Quantities on Bid Item Nos. 1-16 increased as a result of the additional work and materials required to complete the project.

The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to complete the additional work.

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

FINANCIAL IMPLICATIONS:

Funding in the amount of \$206,540.70 are being transferred from Project No. CI2415, Street Rehabilitation, to Project No. CI2309, Road & Street Repairs.

Funding in the amount of \$299,633.01 will be paid from account Project No. CI2309, Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would eliminate the transfer of funds and cancel the additional work.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

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

RESOLUTION NO. 15527

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$206,540.70 FROM CI2415, STREET REHABILITATION TO CI2309, ROAD & STREET REPAIRS, AWARDED CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF \$299,633.01 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-056, ASPHALT IMPROVEMENTS - REGENCY CREST, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

WHEREAS, Contract Amendment No. 1 was awarded to A-1 Chipseal Co.; and

WHEREAS, additional work is necessary to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$206,540.70 are hereby transferred from Project No. CI2415, Street Rehabilitation to Project No. CI2309, Road & Street Repairs.

SECTION 2.

This Contract Amendment No. 2 to the Construction Contract for 23-056 Asphalt Improvements - Regency Crest with A-1 Chipseal Co., in the amount of \$299,633.01, is for additional work necessary to complete the project.

SECTION 3.

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

SECTION 4.

Funds for Project 23-056 shall be paid from account No. CI2309, Road & Street Repairs.

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with 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.

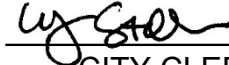
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
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*
68FEDF99C2484B51
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
Marisa Stoller
7C02EB0FEC9D43C
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 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 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.

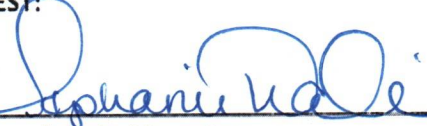
PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.

(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



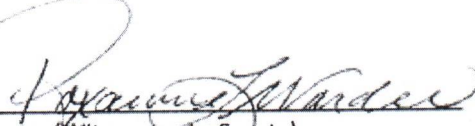
By 
(Witness as to Principal)

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

ATTEST:

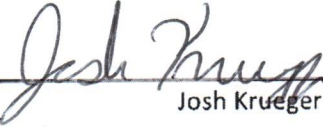
By N/A
(Surety) Attorney-In-Fact

(SEAL)

By 
(Witness as to Surety)

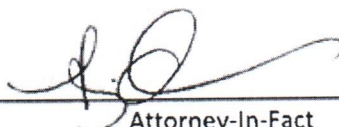
8055 E. Tufts Avenue, #1000, Denver, CO 80237
(Address)

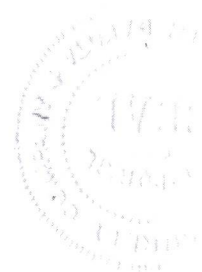
A-1 CHIPSEAL CO.

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.

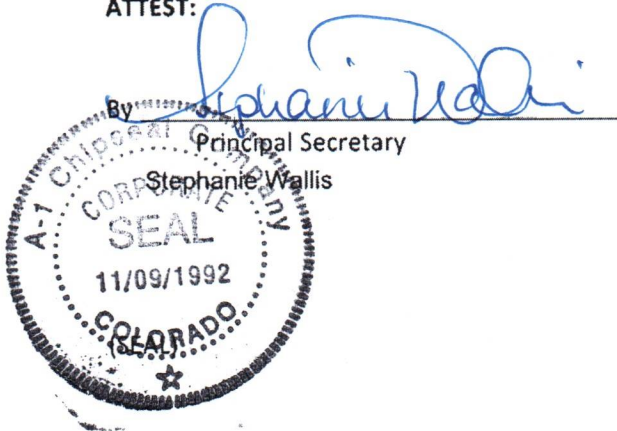
PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Payment Bond – Page 2)

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

ATTEST:



By Stephanie Wallis
Principal Secretary
Stephanie Wallis

A-1 CHIPSEAL CO.

By Josh Krueger
Josh Krueger
Title Vice President

2505 E. 74th Avenue, Denver, CO 80229

(Address)

By Chutseal 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

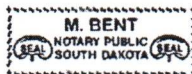
State of South Dakota
County of Minnehaha

} 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

Public Improvement Invitation for Bid - Asphalt Improvements - Regency Crest

Page 3

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.

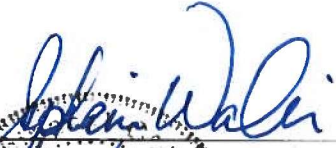
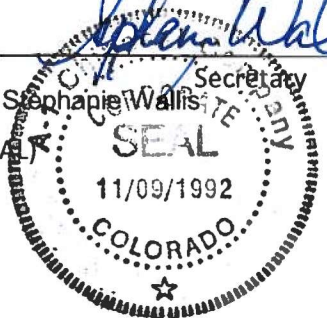
The condition of this obligation is such that if the aforesaid Principal, shall within the period specified therefore, on the prescribed form presented to them for signature, enter into a written Contract Agreement with the Obligee in accordance with their bid as accepted, and give required Payment and 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.

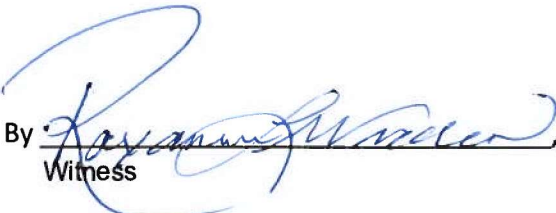
ATTEST:

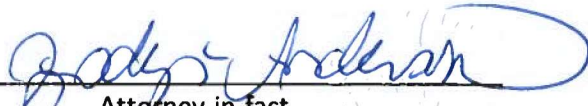
By 
Stephanie Wallis Secretary
(SEAL) 

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

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. Bruflat

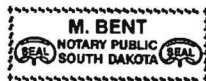
Paul T. Bruflat, Vice President

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

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.



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
---	----------------

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
---	--

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.	Advertisement for Bids
Section II.	Introduction
Section III.	Special Provisions
Section IV.	Labor Provisions
Section V.	General Provisions
Section VI.	Project Details
Section VII.	Vendor Submissions
Section VIII.	Pricing Table
Appendices	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__.

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.

**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.

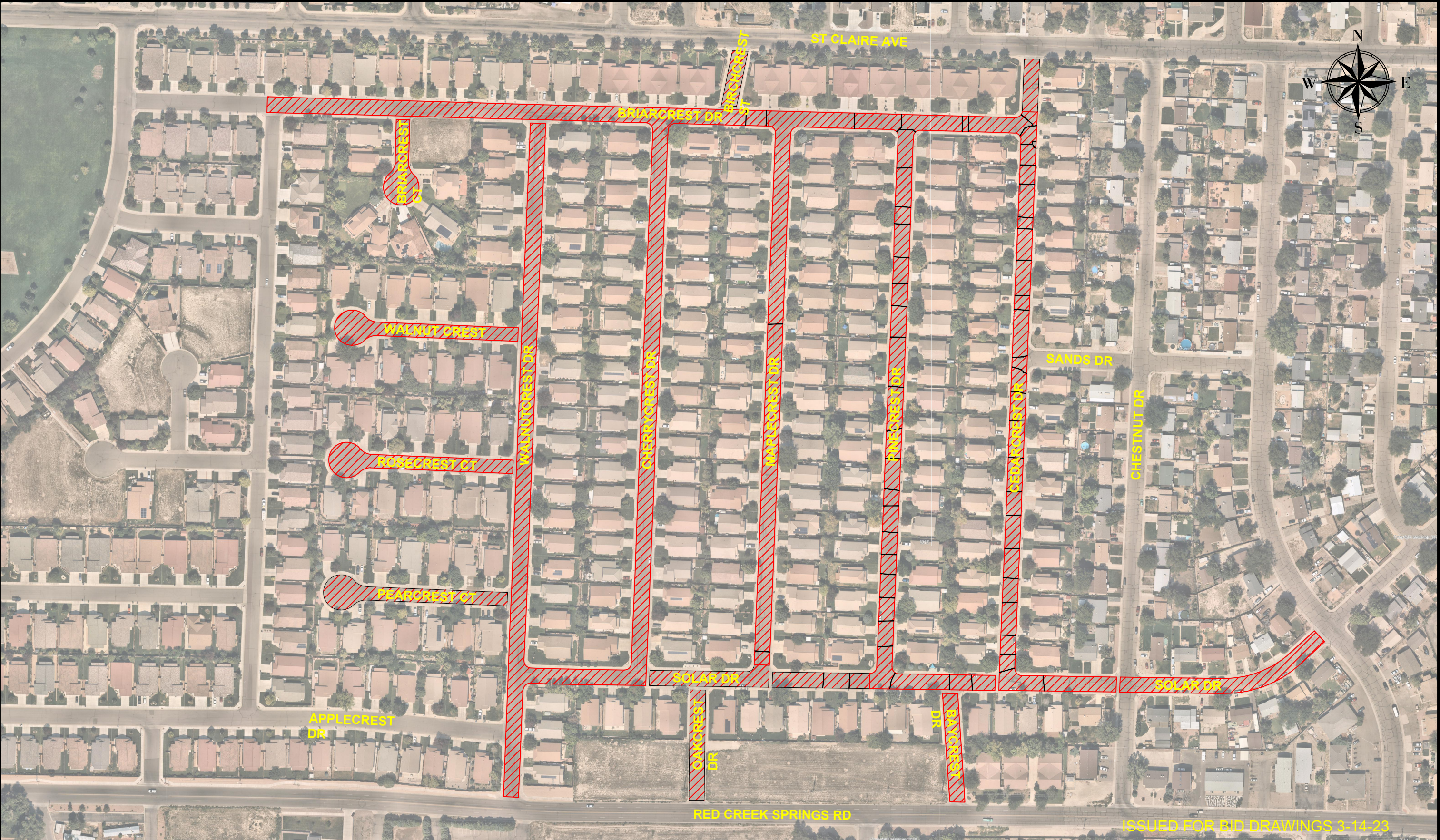
Sweeping and Fog Seal: Within 24 hours after application, excess aggregate shall be swept from the roadway and adjacent areas. Excess aggregate that is clean may be stockpiled and re-used in subsequent locations at the discretion of the Project Manager. After the initial sweep is complete and all loose 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 way that they appear to be part of a single, continuous shape.

**A-ONE
CHIPSEAL**

**ROCKY MOUNTAIN
PAVEMENT**

Employment Manual

Revised 2022

TABLE OF CONTENTS

1	INTRODUCTION	4
1.1	Welcome.....	4
1.2	History.....	5
1.3	Changes in Policy	5
2	EMPLOYEE DEFINITION AND STATUS	6
2.1	Employment Classification	6
2.2	Probationary Period for New Employees	6
3	EMPLOYMENT POLICIES.....	7
3.1	Equal Employment Opportunity.....	7
3.2	Affirmative Action/Diversity	7
3.3	Family and Medical Leave Act.....	8
3.8	Anniversary Date	9
3.9	New Employee Orientation.....	9
4	STANDARDS OF CONDUCT	11
4.1	General Guidelines	11
4.2	Attendance and Punctuality.....	11
4.3	Work Schedule	11
4.4	Absence and Lateness	11
4.5	Unscheduled Absence.....	11
4.6	Harassment Policy.....	11
4.7	Sexual Harassment Policy.....	12
4.8	Violence in the Workplace	13
4.9	Confidential Information and Nondisclosure.....	13
4.10	Ethical Standards	14
4.11	Dress Code.....	14
4.12	Use of Equipment	14
4.13	Use of Computer, Phone, and Mail	14
4.14	BYOD Policy	14
4.15	Use of Internet.....	16

4.16	Use of Computer Software	17
4.17	Smoking Policy	17
4.18	Alcohol and Substance Abuse	17
4.19	Gifts	19
4.20	Solicitations and Distributions	19
4.21	Complaint Procedure	20
4.22	Corrective Procedure	20
4.23	Crisis Suspension	20
4.24	Transfer Policy	20
4.25	Outside Employment	20
4.26	Employment Termination/Resignation	20
4.27	Exit Interview	21
4.28	Return of Company Property	21
5	COMPENSATION POLICIES	22
5.1	Base Compensation	22
5.2	Timekeeping Procedures	34
5.3	Overtime Pay	34
5.4	Payroll and Paydays	34
5.5	Accessing Paystubs	34
5.6	Performance and Salary Reviews	34
5.7	Opportunities for Advancement—Progression and Promotion	35
6	GROUP HEALTH AND RELATED BENEFITS	35
6.1	Benefits Summaries and Eligibility	35
6.2	Pre-tax Deductions for Expenses	35
6.3	Educational Assistance	35
7	EXPENSES	36
7.1	Company Supplies, Other Expenditures	36
8	ACKNOWLEDGMENT	37

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.

Page 37



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	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			S2501487	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist	\$ 1,000,000
A	☒ UMBRELLA LIAB			S2501487	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE	\$ 10,000,000
	☐ CLAIMS-MADE							\$
	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)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
C	Pollution Liability			CPLMOL114903	02/01/2023	02/01/2025	Each Occurrence Limit	\$5,000,000
	Aggregate Limit						\$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>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

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



THIS PAGE IS INTENTIONALLY LEFT BLANK.

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.

00000FS 2501487 346

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.

00000FS 2501487 253

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 INSUREDS

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

- [Filing history and documents](#)
- [Trade names](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)
- [Subscribe to text notification](#)
- [Unsubscribe from text notification](#)

Back

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 .



Jena Griswold

Secretary of State of the State of Colorado

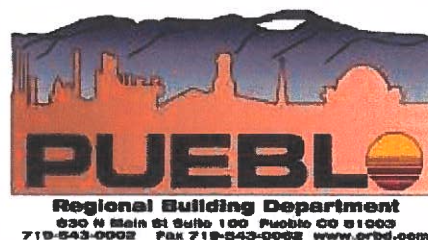
*****End of Certificate*****

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
--	--	--

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

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

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

Yes

NAICS Codes

237310

NAICS Title

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

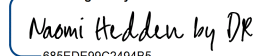
drivera@pueblo.us

Purchasing/Contract Coordinator

City of Pueblo

Security Level: Email, Account Authentication
(None)

DocuSigned by:



685EDE99C2494B5...

Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

Sent: 5/1/2023 12:57:41 PM

Resent: 5/1/2023 2:54:02 PM

Viewed: 5/1/2023 2:56:04 PM

Signed: 5/1/2023 2:56:24 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

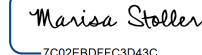
Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



7C02EBDFFC3D43C...

Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

Signed using mobile

Sent: 5/1/2023 2:56:30 PM

Viewed: 5/1/2023 3:41:37 PM

Signed: 5/1/2023 3:42:17 PM

Electronic Record and Signature Disclosure:

Accepted: 12/3/2021 2:21:37 PM

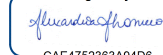
ID: d4b20520-f52e-4781-a288-ed72c1cbf692

Alexandria Romero

aromero@pueblo.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



CAE4752363A94D6...

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

Sent: 5/1/2023 3:42:23 PM

Viewed: 5/1/2023 3:46:53 PM

Signed: 5/1/2023 3:47:02 PM

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:



502480BF6EFC4C8...

Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

Sent: 5/1/2023 3:47:09 PM

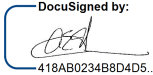
Viewed: 5/1/2023 4:07:54 PM

Signed: 5/1/2023 4:08:28 PM

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	 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

DocuSigned by:
By Naomi Hedden
663514DB28C0490...
Naomi Hedden, Director of Purchasing

A-1 Chipseal Co.

By Josh Krueger
Josh Krueger, Vice President

ATTEST:

DocuSigned by:
By Marisa Stoller
7C02EBDFFC3D43C...
Marisa Stoller, City Clerk



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

DocuSigned by:
By Alexandria Romero
CAE4752363A94D6...
Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:
By Robert Jagger
5024809E6EFC4C8...
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:

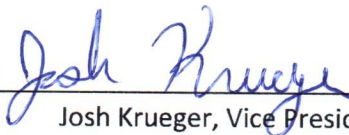
Additional Work Item	Quantity	Grand Total for Additional Work
Repair Troy Avenue and Rawlings Boulevard Asphalt	Lump Sum	\$274,425.05

(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

INCREASE PENALTY RIDER

BOND NO. 30189337

To be attached and form a part of Bond No. 30189337 dated the 27th day of April, 2023 executed by Western Surety Company as surety, on behalf of A-1 Chipseal Company as current principal of record, and in favor of City of Pueblo as Obligee, and in the amount of Two Hundred Seventy Two Thousand Eighty Two Dollars and 40/100 (\$ 272,082.40).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Western Surety Company hereby consents that effective from the 23rd day of May, 2023, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

From: Two Hundred Seventy Two Thousand Eighty Two Dollars and 40/100 (\$ 272,082.40)
 To: Five Hundred Forty Six Thousand Five Hundred Seven Dollars and 45/100 (\$ 546,507.45)

The Increase of said bond penalty shall be effective as of the 23rd day of May, 2023, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 13th day of June, 2023.



A-1 Chipseal Company

PRINCIPAL

BY: [Signature]

Western Surety Company

SURETY

BY: [Signature]

Elizabeth Ostblom

, ATTORNEY-IN-FACT

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

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 -

Surety Bond No.: 30189337
Principal: A-1 Chipseal Company
Obligee: City of Pueblo

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 and Resolutions 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 9th day of May, 2023.



WESTERN SURETY COMPANY

Larry Kasten

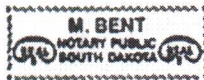
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 9th day of May, 2023, before me personally came Larry Kasten, 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 a 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 and Resolutions 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 13th day of June, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Certificate Of Completion

Envelope Id: 840B5163BFCE4643AEBB09651CF78754

Status: Completed

Subject: Complete with DocuSign: 23-056 Amendment No 1 - A-1 Chipseal Co - Asphalt Improvements Regency ...

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Purchasing

AutoNav: Enabled

230 S Mechanic

Envelope 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

6/14/2023 3:02:05 PM

purchasing@pueblo.us

Signer Events**Signature****Timestamp**

Naomi Hedden

nchedden@pueblo.us

Director of Purchasing

City of Pueblo

Security Level: Email, Account Authentication
(None)

DocuSigned by:



663514DB28C0490...

Sent: 6/14/2023 3:07:32 PM

Viewed: 6/14/2023 5:19:46 PM

Signed: 6/14/2023 5:19:58 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



7C02EBDFFC3D43C...

Sent: 6/14/2023 5:20:00 PM

Viewed: 6/14/2023 6:21:13 PM

Signed: 6/14/2023 6:22:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

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: 6/14/2023 6:22:52 PM

Viewed: 6/15/2023 8:52:54 AM

Signed: 6/15/2023 8:53:02 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 67.134.206.40

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:



502480BF6EFC4C8...

Sent: 6/15/2023 8:53:03 AM

Viewed: 6/15/2023 8:55:51 AM

Signed: 6/15/2023 8:55:59 AM

Signature Adoption: Pre-selected Style

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

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: 6/15/2023 8:56:00 AM Viewed: 6/15/2023 9:05:26 AM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/15/2023 8:56:01 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2023 3:07:32 PM
Certified Delivered	Security Checked	6/15/2023 8:55:51 AM
Signing Complete	Security Checked	6/15/2023 8:55:59 AM
Completed	Security Checked	6/15/2023 8:56:01 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**AMENDMENT NO. 2 TO
CONSTRUCTION CONTRACT**

This Amendment No. 2 to a construction contract ("Amendment") is executed to be effective as of March 12, 2024, 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 \$914,396.01, which amount includes the original contract amount of \$272,082.40, Amendment No. 1 in the amount of \$274,425.05, Change Order No. 1 in the amount of \$68,255.55, and the additional contract amount of \$299,633.01 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 increased by seven (7) days.

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
DEPARTMENT OF LAW:

Carla Sikes, Interim 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 Items	Quantity	Grand Total for Additional Work
• Additional crackseal and mastic required due to larger and deeper than expected cracks • Additional work required to remove and replace asphalt due to thickness of asphalt • Quantities on Bid Item Nos. 1-16 increased as a result of the additional work and materials required to complete the project	Lump Sum	\$299,633.01

(Two Hundred Ninety Nine Thousand Six Hundred Thirty Three and 01/100-----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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$220,239.14 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2050 LAKE AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 2050 Lake Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On August 29, 2023, the Wastewater Department was notified of a sinkhole in the 2000 block of Lake Ave. A television crew was sent out to inspect the main, and they discovered a large joint offset and a 100% sag in the line where the sinkhole occurred. They also discovered that the whole main was in bad condition, having multiple large joint offsets and multi-sags ranging from 35% to 100%. The defects will further deteriorate the pipe, increase the chance of collapse and immediate backup. To fix these defects and the sinkhole, an emergency repair was performed to remove and replace the whole main, so a backup would not occur.

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

The cost breakdown for the project is as follows:

Sanitary	Sewer		
Replacement-related			
Total:	\$	74,959.24	34%
Surface	Improvement		
Related			
Total:	\$	145,279.90	66%
Grand Total:	\$	220,239.14	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 03-11-24 2050 Lake Ave Emergency Point Repair Attachment

RESOLUTION NO. 15528

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$220,239.14 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2050 LAKE AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Pueblo Purchasing Policy Section 3.2.2 (6); and

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 2050 Lake Ave. with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$220,239.14.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of \$80,279.64 are hereby ratified.

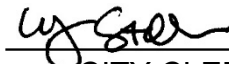
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					2050 Lake Ave Estimate		
Date 8/30/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF	285	\$ 37,905.00	\$ 92,340.00	\$ 27,930.00
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF	145	\$ 20,735.00	\$ 65,540.00	\$ 16,675.00
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF	450	\$ 29,250.00	\$ 27,900.00	\$ 33,300.00
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF	1200	\$ 18,000.00	\$ 38,400.00	\$ 20,400.00
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF	50	\$ 750.00	\$ 1,300.00	\$ 662.50
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF	10	\$ 550.00	\$ 600.00	\$ 450.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -	\$ -
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY	160	\$ 26,400.00	\$ 33,600.00	\$ 26,720.00
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA		2	\$ 8,000.00	\$ 12,200.00	\$ 8,680.00
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		9	\$ 2,700.00	\$ 1,350.00	\$ 3,492.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 145,790.00	\$ 274,980.00	\$ 139,959.50
				With Contingency	\$ 174,948.00	\$ 329,976.00	\$ 167,951.40

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 2/14/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
2050 LAKE AVE

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (>100LF)		\$1,176.00
3	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (>100LF)		\$87,216.40
4	REMOVE AND REPLACE 7" REINFORCED CONCRETE (>100SF)	(\$18,156.00)	
5	REMOVE AND REPLACE 4" CONCRETE(21-100SF)	(\$662.50)	
6	REMOVE AND REPLACE STANDARD CURB AND GUTTER(1-20LF)		\$337.50
7	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	(\$22,545.00)	
9	REINSTATE SERVICES		\$1,164.00
11	INSTALL 3' DOUBLE GUTTER		\$12,336.00
12	PLACE CLASS 6 COARSE MATERIAL FOR ALLEY		\$9,396.00
13	TRAFFIC CONTROL		\$10,017.24
TOTAL (Decrease) / Increase		(\$41,363.50)	\$121,643.14

Net Adjustment This Change Order	\$	80,279.64
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	139,959.50
Total Adjusted Contract Amount To Date	\$	220,239.14

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date: _____
Civil Engineer Wastewater

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

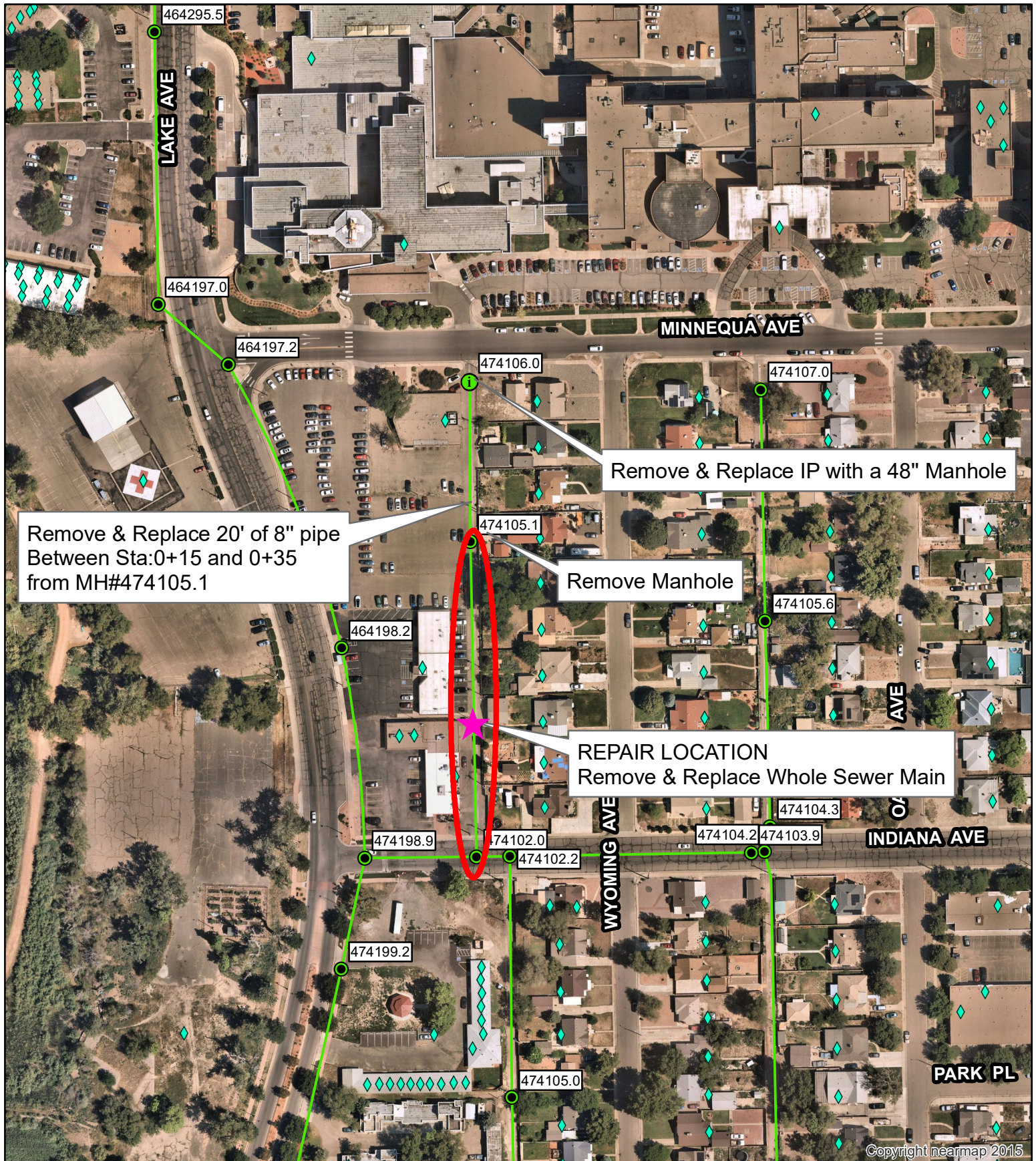
Accepted by: _____ Date: _____
Contractor's Representative

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

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
2050 Lake Ave





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$50,691.14 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR EAST GA APRON MANAGEMENT UNDER PROJECT 22-054 PUEBLO MEMORIAL AIRPORT ENGINEER OF RECORD AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Dibble & Associates Consulting Engineers, Inc., to render limited construction phase services for the East General Aviation (GA) Apron Rehabilitation. Dibble & Associates Consulting Engineers, Inc., will be awarded a contract in the amount of \$50,691.14.

PREVIOUS COUNCIL ACTION:

Ordinance 10159, dated April 25, 2022, established AP2204, East GA Apron Rehabilitation, transferred funds in the amount of \$13,545 from the Airport Fund, approved an agreement for professional engineering services in the amount of \$13,545 to Dibble & Associates Consulting Engineers, Inc., in connection with Bid 17-062 RFQ - Pueblo Memorial Airport Engineer of Record.

Resolution 14989, dated September 12, 2022, approved a contract between the City of Pueblo and Dibble & Associates Consulting Engineers, Inc. to provide engineering services at the Pueblo Memorial Airport.

Resolution 15085, dated December 12, 2022, transferred funds in the amount of \$588,119 from the Airport Fund to AP2204, East GA Apron Rehabilitation.

BACKGROUND:

The East General Aviation (GA) Apron project will remediate the East General Aviation Apron at the Pueblo Municipal Airport. The East General Aviation Apron is located near Runway 8R-26L. Dibble & Associates Consulting Engineers, Inc. was selected as the Pueblo Airport Engineer of Record through contract 22-054 and will provide limited construction phase services.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$50,691.14 will be paid from AP2204 – East GA Apron Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in cancelation of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-054 Dibble DRAFT Agmt East Apron Rehab

RESOLUTION NO. 15529

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$50,691.14 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR EAST GA APRON MANAGEMENT UNDER PROJECT 22-054 PUEBLO MEMORIAL AIRPORT ENGINEER OF RECORD AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Dibble & Associates Consulting Engineers, Inc. was selected as the Pueblo Municipal Airport Engineer of Record through contract 22-054; AND,

WHEREAS, the Proposal of Dibble & Associates Consulting Engineers, Inc., for limited construction phase services for rehabilitation of the East GA Apron was determined to be in the best interest of the City of Pueblo; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes the Contract for limited construction phase services is hereby awarded to Dibble & Associates Consulting Engineers, Inc., in the amount of \$50,691.14. The City Council hereby approves and awards the professional services agreement to Dibble & Associates Consulting Engineers, Inc., in the amount of \$50,691.14 for services in connection with Bid 22-054 RFQ for Pueblo Memorial Airport Engineer of Record - East Apron Rehabilitation.

SECTION 2.

Funding in the amount of \$50,691.14 shall be paid from Project Account AP2204 - East GA Apron Rehabilitation.

SECTION 3.

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

SECTION 4.

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.

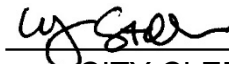
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.**

22-054

AIRPORT MEMORIAL AIRPORT ENGINEER OF RECORD - EAST
APRON REHABILITATION

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation authorized to do business in the State of Colorado (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional construction management and administration, planning, civil engineering, management of subconsultants and subcontractors, and related services for City in connection with Bid 22-054 RFQ for Pueblo Memorial Airport Engineer of Record - East Apron Rehabilitation hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[n/a] - Study and Report Phase

[n/a] - Preliminary Design (Schematic) Phase

[n/a] - Final Design Phase

[n/a] - Construction Documents and Bidding Phase

[x] - Construction Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual civil engineering and other services including environmental, planning, construction management and administration, management of subconsultants and subcontractors. Consultant shall also provide any and geotechnical services incidental to its work on the Project whether directly or through its approved subconsultants and/or subcontractor.
- C. In performing the professional services, Consultant shall complete the work items (including the work by the designated approved subconsultant) described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a

registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

- E. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.
- F. 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 City 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.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase.

If Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.
- B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- D. Provide general economic analysis of City's requirements applicable to various alternatives.
- E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

If Consultant is to provide professional services with respect to the Project during the Preliminary Design (Schematic) Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.
- B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
- E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

If Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.
- B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
- C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

- D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents and Bidding Phase

If Consultant is to provide professional services with respect to the Project during the Construction Documents and Bidding Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.
- B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.
- C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.
- D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.
- E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

If Consultant is to provide professional services with respect to the Project during the Construction Phase, after award by the City of a general contractor for construction of the Project, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.
- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.
- C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.
- E. Reject any work on the Project that does not conform to the contract documents.
- F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.
- G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.
- H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.
- J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built

drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works and/or Director of Pueblo Memorial Airport of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

Schedule 4 "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 "Services" and Section 2 of this Agreement. City and Consultant shall pre-determine a work schedule prior to scheduling any work; the proposed work schedule may only be adjusted by mutual agreement of all parties.

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$50,691.14 to include all charges for Consultant and designated and approved subconsultant (as listed in Schedule 1) in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of

- work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
 3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
 4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
 5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City 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, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due.

In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City'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 City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Data, drawings, specifications, reports, plans, calculations, summaries, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communication, notes, drawings, plans, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003 with copies to Pueblo Memorial Airport, Attn: Greg Pedroza, Director of Aviation, 31201 Bryan Circle, Pueblo, CO, 81001 and City Attorney, 1 City Hall Place, Pueblo, CO, 81003; or to the Consultant, Dibble & Associates Consulting Engineers, Inc., Attn: Jared Bass, P.E., Vice President, 2696 South Colorado Boulevard, Suite 330, Denver, CO, 80222. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 22-054 RFQ for Pueblo Memorial Airport Engineer of Record - East Apron Rehabilitation are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City 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 City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City 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 City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of

this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

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

7.11. Appropriations

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

- B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. INSURANCE

9.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for

contractual liability assumed by Consultant under the provisions of the agreement, and “Completed Operations and Projects Liability” coverage.

- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

10. ACCESSIBILITY

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

11. 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.

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 6 pages.
- Schedule 2 - "Fee Schedule" consisting of 4 pages.

14. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

(Continue to following page for Signature Section.)

15. SIGNATURE SECTION

This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DIBBLE & ASSOCIATES CONSULTING
ENGINEERS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Ryan Toner, Vice President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS
CONTACT AND FUNDS ARE AVAILABLE

Alexandria Romero, Finance Director

APPROVED AS TO FORM
Department of Law

Carla Sikes, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Consultant Proposal Letter dated February 29, 2024, Pages 2 – 4

Also including a letter from Terracon (designated Subconsultant/Subcontractor)
to Consultant dated February 14, 2024,
Pages 9 - 11 of Consultant Proposal Letter dated February 29, 2024

Introduction

Dibble (Engineer) has been requested by the City of Pueblo (City or Sponsor) and the Pueblo Memorial Airport (Airport or PUB) to provide limited construction phase services for the *East Apron Rehabilitation* project. This project will include a 3-inch mill and overlay of a designated area of the East Apron as illustrated below.



The City of Pueblo and the Pueblo Memorial Airport has approximately \$500k that can be used for the mill and overlay project. This work will be awarded to Pyramid Construction, using the bid unit prices from the RW 8R-26L Rehabilitation project bid (2023 bid). It is anticipated that this mill and overlay project will be completed over a 2-week period in April 2024. Dibble and Terracon will assist the City/Airport in limited construction phase services as included in this scope of work.

The following Dibble Team members are anticipated on this project:

- | | |
|---|---------------------------------------|
| • Senior Project/Construction Managers (Dibble) | Jared Bass, P.E. or John Cessar, P.E. |
| • Senior Engineer | Mario Maraccini |
| • Project Engineer | Nora Sami, P.E. |
| • Senior Designer | Travis Woodman |

The following subconsultant will also be involved in this project:

- Terracon: Quality Assurance Testing

Construction Phase Services

1) Pre-Construction Services (Time and Materials):

- a) Construction Management and Administration: provide limited project management, coordination, support, and administration in monitoring the Contractor's operations and deliverables.
- b) Preconstruction and QA/QC Conference: conduct the Preconstruction Conference that will include the necessary coordination for pre-paving activities. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Preconstruction Conference will be held at the Airport prior to the start of construction.

2) Construction Coordination and Inspection (Time and Materials):

- a) Site Visits and Observations: provide limited observations over the anticipated 2-week project as noted below:
 - Sr. Project Manager: 1 day/week (approximately 4 hours each day)
 - Sr. Engineer: 2 days/week (approximately 8 hours each day)
- b) Weekly Construction Meetings: prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. It is anticipated that there will be a maximum of 2 weekly construction meetings after the construction notice to proceed is issued.
- c) Material Quantity Calculations: continuously monitor and track the construction material quantities throughout the course of the construction phase and provide review summaries to the City and Airport.
- d) Payment Application Coordination and Review: Coordinate the inspected quantities with the contractor prior to the submittal of payment applications. Review and verify the contractor's payment application is accurate.
- e) QA/QC Testing Coordination and Review: coordinate and review QA/QC actions including scheduling of testing activities, reporting, review of results, and recommendations.
- f) Substantial Completion Inspection and Punchlist: conduct the Substantial Completion Walk required before the opening of the area. Generate a punchlist and coordinate with the contractor on completing these items prior to a final walk.

3) Post Construction Services (Time and Materials):

- a) Final Walk Inspection: conduct the Final Completion walk and confirm all punchlist items generated from the substantial completion walk have been corrected.
- b) Final Payment Application: coordinate the final inspected quantities with the contractor and coordinate prior to the submittal of final payment application.
- c) Final Construction Memo and Exhibit: coordinate, prepare, and submit a Final Construction Memo summarizing the work performed, quantities, costs, and material acceptance reports. This item shall also include a project exhibit that demonstrates the final limits of rehabilitation.

Miscellaneous Scope of Work Items

4) Project Deliverables:

- a) Final Construction Memo and Exhibit: Electronic copies (PDF) will be provided to the City and PUB.

5) Miscellaneous and Assumptions:

- a) The following number of trips are anticipated for the Construction Phase:
 - 1. Preconstruction Phase – 1 Trip
 - 2. Construction Coordination and Inspection Phase: 2 Trips
 - 3. Post Construction Phase – 1 Trip

6) Exclusions To This Scope of Work:

- a) Full Construction Phase Services.
- b) Contractor's jobsite safety and compliance with all OSHA requirements are excluded (Contractor's responsibility).

- c) Construction staking and/or layout services.
- d) Change Order involvement or reviews.
- e) Requests for Information or submittal of additional engineering information.
- f) Preparation and submittal of as 7460-1 on the FAA OE/AAA.
- g) Record Drawings.



4172 Center Park Drive
Colorado Springs, Colorado 80916
P (719) 597-2116
F (719) 597-2117
Terracon.com

February 14, 2024

Dibble Engineering, Inc
2696 South Colorado Boulevard, Suite 585
Denver, Colorado 80222

Attn: Mr. Jared Bass

Re: Proposal for Materials Testing Services
PUB RW 8R-26L - Apron Pavement COR- additional scope
Pueblo, Colorado
Terracon Proposal No. P23231022-Additional Scope

Dear Mr. Bass:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing services for the PUB RW 8R-26L - Apron Pavement project. Our proposal includes an outline of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services.

1.0 Project Information

Our understanding of the required construction materials services for this project is based upon information provided by Dibble Engineering, and our experience with other regional airports. Pertinent project information is summarized below.

Item	Description
Location	The project site is located at the existing Pueblo Memorial Airport (PUB) at 31201 Bryan Circle in Pueblo, Colorado.
Project Description	We understand that the existing pavements on RW 8R-26L-Apron Pavement will be a 3-inch mill and overlay to include P-401 material items.

2.0 Scope of Services

Terracon proposes to provide materials testing services as summarized below:

Item	Description
(P-401) Hot Mix Asphalt (HMA) Pavements	A Terracon representative will be provided, on an as-scheduled basis, to sample the plant-produced hot mix asphalt (HMA) used during paving operations. Laboratory testing will include the determination of air voids of the laboratory compacted specimens (ASTM D6926, D6752, D2041, and D3203) and Marshall mix stability and flow (ASTM D6927) for each subplot. Field placed HMA mat and joint densities will be determined by testing contractor-drilled core samples in accordance with ASTM D2726. All laboratory testing will be performed in a Terracon AMRL-certified laboratory.

Proposal for Materials Testing Services

PUB RW 8R-26L - Apron Pavement COR- additional scope ■ Pueblo, Colorado
February 14, 2024 ■ Terracon Proposal No. P23231022 Additional Scope



Item	Description
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Terracon Field Representative:

In addition to the above services, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site.
- Confirm that current approved construction documents are available during our visit.
- Notify the general contractor of our field observations and test results prior to leaving the site.
- Submit a written draft report to the Terracon project manager for review.
- Our field personnel have the right to decline work if they believe the conditions are not safe.

Scheduling of Services:

We understand that the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request that the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 1:00 pm on the business day preceding the work.
- Scheduling is performed through our dispatcher by calling (719) 572-7700.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

3.0 Compensation

Based on the project information available for our review, our lump sum budget to perform the proposed scope of services is \$27,000.

4.0 Assumptions

- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week;
- An out of scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities which are not cancelled with prior notice;
- Staff time, laboratory testing and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices as such and be considered out-of-scope or additional items not included in the above estimated budget.

Proposal for Materials Testing Services

PUB RW 8R-26L - Apron Pavement COR- additional scope ■ Pueblo, Colorado
February 14, 2024 ■ Terracon Proposal No. P23231022 Additional Scope



5.0 Authorization

This proposal may be accepted by fully executing and returning the attached Supplement to the Agreement for Services. Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,

Terracon Consultants, Inc.

Bashar Haffar
Department Manager / APR

A handwritten signature in black ink, appearing to read 'F. Stewart Ward', is placed over a light gray rectangular background.

F. Stewart Ward, P.E.
Senior Engineer / APR

Copies to: Addressee (via e-mail)

Enclosures: Fee Estimate
Supplement to Agreement for Services

Schedule 2

Fee Schedule

Excerpt from Consultant Proposal Letter dated February 29, 2024, Pages 5 – 8

Firm: Dibble
 On-Call Engineering
 Project: **East Apron Rehabilitation**
Construction Phase Services
 Pueblo Memorial Airport
 Date: 2/29/2024



Contract Number: TBD
 Project Number: TBD
 Task Number: TBD
 Amendment Number: N/A
 FAA Number: N/A
 CDOT Number: N/A

Summary

Dibble

Subs

Construction Phase Services

	Fee	Type	
1 Dibble (Civil).....	\$23,691.14	T&M	\$23,691.14
2 Terracon (QA Testing).....	\$27,000.00	T&M	\$27,000.00

	TOTAL	Dibble	Subconsultants
Total.....	\$50,691.14	\$23,691.14	\$27,000.00

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	East Apron Rehabilitation	Task Number:	TBD
	Construction Phase Services	Amendment Number:	N/A
	Pueblo Memorial Airport	FAA Number:	N/A
Date:	2/29/2024	CDOT Number:	N/A

CONSTRUCTION PHASE SERVICES SUMMARY			
Classification	Total Hours	Billing Rates	Total Costs
1 Project Principal	0	\$250.01	\$0.00
2 Senior Project Manager	40	\$230.02	\$9,200.80
3 Project Manager	0	\$210.00	\$0.00
4 Airport Planner	0	\$170.00	\$0.00
5 Senior Engineer	56	\$210.00	\$11,760.00
6 Technician	0	\$143.02	\$0.00
7 Project Engineer	4	\$172.01	\$688.04
8 Senior Designer	6	\$150.05	\$900.30
9 Admin Assistant	0	\$105.02	\$0.00

Totals:	106		\$22,549.14
---------	-----	--	-------------

CONSTRUCTION PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Submittal Printing (Dibble).....	\$0.00	Direct Cost
2 Travel (Dibble).....	\$670.00	Direct Cost
3 Meals (Dibble).....	\$472.00	Direct Cost

Sub-Total for Direct Costs..... **\$1,142.00**

CONSTRUCTION PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 Terracon (QA Testing).....	\$27,000.00	T&M

Sub-Total for Subconsultants: **\$27,000.00**

CONSTRUCTION PHASE SERVICES TOTAL FEE

TOTAL FEE.....	\$50,691.14
-----------------------	--------------------

Firm: Dibble
On-Call Engineering
Project: **East Apron Rehabilitation
Construction Phase Services**
Pueblo Memorial Airport
Date: 2/29/2024

Contract Number: TBD
Project Number: TBD
Task Number: TBD
Amendment Number: N/A
FAA Number: N/A
CDOT Number: N/A

CONSTRUCTION PHASE SERVICES - ESTIMATED MANHOURS

TASK	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	AIRPORT PLANNER	SENIOR ENGINEER	TECHNICIAN	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General Management and Pre-Construction Services										
1a Construction Management & Administration		16								16
1b Preconstruction and QA/QC Conference		4			4					8
2 Construction Coordination and Inspection										
2a Site Visits and Observations		8			24					32
2b Weekly Construction and Safety Meetings		4			4					8
2c Material Quantity Calculations					4					4
2d Payment Application Coordination and Review					2					2
2e QA/QC Testing Coordination and Review		4			8					12
2f Substantial Completion Inspection and Punchlist					2					2
3 Post Construction										
3a Final Walk Inspection					2					2
3b Final Payment Application					2					2
3c Final Construction Memo and Exhibit		4			4		4	6		18
TOTAL HOURS BY CLASSIFICATION	0	40	0	0	56	0	4	6	0	106

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	East Apron Rehabilitation	Task Number:	TBD
	Construction Phase Services	Amendment Number:	N/A
	Pueblo Memorial Airport	FAA Number:	N/A
Date:	2/29/2024	CDOT Number:	N/A

CONSTRUCTION PHASE SERVICES DIRECT COSTS

1. PRINTING

a.	0	Submittals of	0 sheets =	0 Sheets @	\$3.00 /sheet	\$0.00
		(2 Copies Full-Size Bond Plans)				
b.	0	Submittals	0 sheets =	0 Sheets @	\$0.50 /sheet	\$0.00
		(4 Copies Scaled 1/2-Size Plans)				
c.	0	Submittals for Spec Book	@	600 Sheets @	\$0.10 /sheet	\$0.00
		(2 copies @ 600 pages each)		(double-sided)		
d.	0	Submittals for Eng. Report	@	200 Sheets @	\$0.60 /sheet	\$0.00
		(2 copies @ 200 pages each)		(single-sided)		

DESIGN PHASE TOTAL **\$0**

2. MILEAGE

a.	4	Trips	250 Miles	@	\$0.670 /Mile	\$670
		(Mileage includes estimated travel on or around the airport during site visits)			(Federal Rate)	

DESIGN PHASE TOTAL **\$670**

3. MEALS

a.	4	All Day Site Visits	2 Staff	\$59.00 /Day	\$472.00
				(Federal Per Diem)	

DESIGN PHASE TOTAL **\$472**

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s) – **Requesting Update 3/4/2024**



Colorado
Secretary of State
Jena Griswold

**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	Dibble & Associates Consulting Engineers, Inc		
Status	Good Standing	Formation date	12/20/2016
ID number	20161852874	Form	Foreign Corporation
Periodic report month	December	Jurisdiction	Arizona
Principal office street address	3020 E Camelback Rd Ste 201, Phoenix, AZ 85016, US		
Principal office mailing address	3020 E Camelback Rd Ste 201, Phoenix, AZ 85016, US		

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112, US
Mailing address	2696 S Colorado Blvd, Ste 300, Denver, CO 80222, US

[Log in to secure business filing](#)

[Filing history and documents](#)

[Trade names](#)

[Get a certificate of good standing](#)

[Get certified copies of documents](#)

[File a form](#)

[Subscribe to email notification](#)

[Unsubscribe from email notification](#)

[Subscribe to text notification](#)

[Unsubscribe from text notification](#)

[Back](#)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Dibble & Associates Consulting Engineers, Inc

is an entity formed or registered under the law of Arizona , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20161852874 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 02/29/2024 that have been posted, and by documents delivered to this office
electronically through 03/04/2024 @ 14:05:00 .

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 03/04/2024 @ 14:05:00 in accordance with applicable law.
This certificate is assigned Confirmation Number 15809994 .



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."

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ____, No X. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No ____.

If you answered "yes" please state which of the above entities best describes your business:

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Dibble Engineering

Authorized Signature: C.W. Moyers Title: Vice President

Printed Name: C. W. Moyers Date: 2/21/2022

Insert Updated Insurance



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$3,404.80 TO RUSS GRADING & EXCAVATING, LLC, FOR PROJECT NO. 23-128, CONCRETE IMPROVEMENTS - DENVER BOULEVARD AND WEST 31ST STREET, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards Contract Amendment No. 1 in the amount of \$3,404.80 to Russ Grading & Excavating, LLC, for Project No. 23-128 Concrete Improvements - Denver Boulevard and West 31st Street.

PREVIOUS COUNCIL ACTION:

Resolution 15410, dated November 13, 2023, awarded a construction contract to Russ Grading & Excavating, LLC, for Project No. 23-128 Concrete Improvements - Denver Boulevard and West 31st Street.

BACKGROUND:

The original project, awarded to Russ Grading & Excavating, LLC, consisted of the removal and replacement of sidewalk and curb and gutter along the West side of Denver Boulevard and the North side of West 31st Street from Mountview Drive to Skyview Avenue. The contract amount awarded was \$300,290.30 and funds in the amount of \$60,059.70 were initially awarded as contingencies for this project. An additional cross pan and curb ramp were necessary to complete the project. 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 on the contract previously awarded to Russ Grading & Excavating, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$3,404.80 will be paid from account CI2204, Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the payment of the additional work completed.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-128 Amendment No 1 - Russ Grading - Concrete Improvements-Denver Blvd and W 31st St
2. 23-128 Concrete Improvements - Denver Blvd & West 31st Street

RESOLUTION NO. 15530

A RESOLUTION AWARDED CONTRACT AMENDMENT NO. 1
IN THE AMOUNT OF \$3,404.80 TO RUSS GRADING &
EXCAVATING, LLC, FOR PROJECT NO. 23-128, CONCRETE
IMPROVEMENTS - DENVER BOULEVARD AND WEST 31ST
STREET, AND AUTHORIZING THE PURCHASING AGENT TO
EXECUTE SAME

WHEREAS, a construction contract was awarded to Russ Grading & Excavating, LLC,
under Contract Number 23-128; and,

WHEREAS, additional work has been completed to construct a new cross pan and curb
ramp; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Contract Amendment No. 1 to the Construction Contract for Concrete
Improvements - Denver Boulevard and West 31st Street with Russ Grading & Excavating, LLC,
Project No. 23-128, project in the amount of \$3,404.80 is for a new cross pan and curb ramp.

SECTION 2.

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

SECTION 3.

Funds for Project 23-128 shall be from Project No. CI2204, Street Rehabilitation.

SECTION 4.

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.

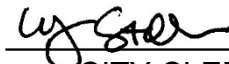
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of March 12, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated November 30, 2023, for Bid 23-128 (CI2204) Concrete Improvements - Denver Boulevard and West 31st Street (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 \$363,754.80, which amount includes the original contract amount of \$300,290.30, Change Order No. 1 in the amount of \$60,059.70, and the additional contract amount of \$3,404.80 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 is increased by seven (7) days.

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

RUSS GRADING & EXCAVATING, LLC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Bailey Russ, Managing Member

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
DEPARTMENT OF LAW:

Carla Sikes, Interim City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 23-128 (CI2204) CONCRETE IMPROVEMENTS - DENVER BOULEVARD AND WEST 31ST STREET

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 Items	Quantity	Grand Total for Additional Work
New cross pan and curb ramp	Lump Sum	\$3,404.80

(Three Thousand Four Hundred Four and 80/100-----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.

RUSS GRADING & EXCAVATING, LLC.

By: _____
Bailey Russ, Managing Member

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 30th day of November, 2023, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, 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: 23-128 (C12204)
Bid Name: Concrete Improvements - Denver Boulevard and West 31st Street

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.

RUSS GRADING & EXCAVATING, LLC

By _____

Bailey Russ

Title _____ Managing Member

PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:

By _____

6685140B28C0480
Nanci Hedden, Director of Purchasing

ATTEST:

DocuSigned by:

By _____

Marisa Stoller

7C02EBDFFC3D43C...
Marisa Stoller, City Clerk

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

DocuSigned by:

Alexandra Romero

CAE4752363A94D9

Alexandra Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:

George Hypolite

DAB591E8F8112

George Hypolite, Deputy City Attorney

George Hypolite, City Attorney

Copy - Original on File at Purchasing Department

PERFORMANCE BOND

Bond Number 906227040

KNOW ALL MEN BY THESE PRESENTS:

That we Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter called "Principal" and

The Ohio Casualty Insurance Company

Surety

of Boston, State of Massachusetts, 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:

Three Hundred Thousand Two Hundred Ninety Dollars and 30/100----- (\$300,290.30)

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 30th day of November, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 23-128 (CI2204)

Bid Name: Concrete Improvements - Denver Boulevard and West 31st Street

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 on the 30th day of November, 2023.

ATTEST:

RUSS GRADING & EXCAVATING, LLC

By _____
Principal Secretary

By 
Bailey Russ

Title _____
Managing Member

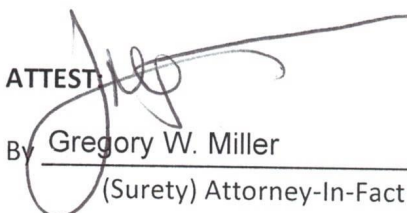
(SEAL)

24975 South Rd Pueblo, CO 81006
(Address)

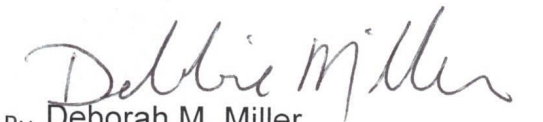
By _____
(Witness as to Principal)

(Address)

ATTEST

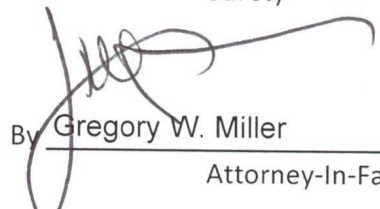
By 
Gregory W. Miller
(Surety) Attorney-In-Fact

(SEAL)


By Deborah M. Miller
(Witness as to Surety)

5140 Le Duc Ct; Castle Rock, CO 80108
(Address)

The Ohio Casualty Insurance Company
Surety

By 
Gregory W. Miller
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

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



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204417-984513**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gregory W. Miller; Landon W. Miller

all of the city of Colorado Springs state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Copy - Original on File at Purchasing Department

PAYMENT BOND

Bond Number 906227040

KNOW ALL MEN BY THESE PRESENTS:

That we Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter called
"Principal" and

The Ohio Casualty Insurance Company

Surety

of Boston, State of Massachusetts, 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:

Three Hundred Thousand Two Hundred Ninety Dollars and 30/100----- (\$300,290.30)

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 30th day of November, 2023, a copy of which is hereto attached and made a part
hereof for the construction of:

Bid No.: 23-128 (CI2204)

Bid Name: Concrete Improvements - Denver Boulevard and West 31st Street

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 on the 30th day of November, 2023.

ATTEST:

RUSS GRADING & EXCAVATING, LLC

By _____
Principal Secretary

By 
Bailey Russ

Title _____ Managing Member

(SEAL)

24975 South Rd Pueblo, CO 81006
(Address)

By _____
(Witness as to Principal)

(Address)

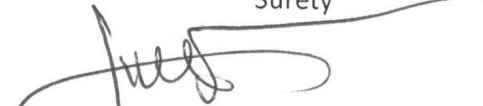
ATTEST:

By 
Gregory W. Miller
(Surety) Attorney-In-Fact

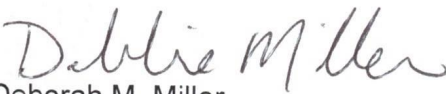
(SEAL)

The Ohio Casualty Insurance Company

Surety

By 
Gregory W. Miller
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

By 
Deborah M. Miller
(Witness as to Surety)

5140 Le Duc Ct; Castle Rock, CO 80108
(Address)

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



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204417-984513**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gregory W. Miller; Landon W. Miller

all of the city of Colorado Springs state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

NOTICE TO PROCEED

December 1, 2023

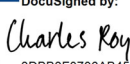
Russ Grading & Excavating, LLC
1010 S. Reading Ave.
Pueblo, CO 81001

Ref: Bid No: 23-128 (CI2204)
Bid Name: Concrete Improvements - Denver Boulevard and West 31st Street

You are hereby authorized to proceed on December 4, 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:

3D8B3F0706AB45D...

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

NOTICE OF AWARD

November 15, 2023

Russ Grading & Excavating, LLC
1010 S. Reading Ave.
Pueblo, CO 81001

Ref: Bid No: 23-128 (CI2204)
Bid Name: Concrete Improvements - Denver Boulevard and West 31st Street

The City of Pueblo hereby accepts your proposal submitted on October 12, 2023, for the construction of the referenced project. It appears that your proposal in the amount of \$300,290.30 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. 23-128 (CI2204)

Concrete Improvements - Denver Boulevard and West 31st Street

RESPONSE DEADLINE: October 12, 2023 at 2:30 pm

Report Generated: Monday, October 23, 2023

Russ Grading & Excavating LLC Proposal

CONTACT INFORMATION

Company:

Russ Grading & Excavating LLC

Email:

bruss.rgx@gmail.com

Contact:

Bailey Russ

Address:

1010 S Reading Ave
Pueblo, CO 81001

Phone:

N/A

Website:

N/A

Submission Date:

Oct 11, 2023 10:04 PM

PROPOSAL DOCUMENT REPORT

IFB No. 23-128 (CI2204)

Concrete Improvements - Denver Boulevard and West 31st Street

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](#)

denver_blvd_RGX_BID_BOND_.pdf

2. CONFIRMATION OF UNDERSTANDING AND OFFER*

Pass

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Denver Boulevard and West 31st Street

Page 2

PROPOSAL DOCUMENT REPORT

IFB No. 23-128 (CI2204)

Concrete Improvements - Denver Boulevard and West 31st Street

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 90 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

Public Improvement Invitation for Bid - Concrete Improvements - Denver Boulevard and West 31st Street

Page 3

PROPOSAL DOCUMENT REPORT

IFB No. 23-128 (CI2204)

Concrete Improvements - Denver Boulevard and West 31st Street

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.

Bailey Russ, Owner, 719-369-9781, bruss.rgx@gmail.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

Public Improvement Invitation for Bid - Concrete Improvements - Denver Boulevard and West 31st Street

Page 4

PROPOSAL DOCUMENT REPORT

IFB No. 23-128 (CI2204)

Concrete Improvements - Denver Boulevard and West 31st Street

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

Public Improvement Invitation for Bid - Concrete Improvements - Denver Boulevard and West 31st Street

Page 5

PROPOSAL DOCUMENT REPORT

IFB No. 23-128 (CI2204)

Concrete Improvements - Denver Boulevard and West 31st Street

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?

No

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Denver Boulevard and West 31st Street

Page 6

PROPOSAL DOCUMENT REPORT

IFB No. 23-128 (CI2204)

Concrete Improvements - Denver Boulevard and West 31st Street

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

CONFIRMATION *

Pass

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Denver Boulevard and West 31st Street

Page 7

PROPOSAL DOCUMENT REPORT
IFB No. 23-128 (CI2204)
Concrete Improvements - Denver Boulevard and West 31st Street

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	Remove Asphalt	3,280	S.F.	\$6.16	\$20,204.80
2	Remove Curb and Gutter	1,553	L.F.	\$10.00	\$15,530.00
3	Remove Concrete	5,859	S.F.	\$3.00	\$17,577.00
4	Remove Reinforced Concrete	478	S.F.	\$6.00	\$2,868.00
5	Construct Curb Head	147	L.F.	\$20.00	\$2,940.00
6	Construct Modified Curb and Gutter	1,552	L.F.	\$32.00	\$49,664.00
7	Construct 4" Concrete	6,782	S.F.	\$9.00	\$61,038.00
8	Construct 6" Concrete	1,769	S.F.	\$11.50	\$20,343.50
9	Construct Reinforced Concrete	478	S.F.	\$18.00	\$8,604.00
10	Construct 2" Asphalt Patch	43	S.F.	\$7.00	\$301.00

PROPOSAL DOCUMENT REPORT
IFB No. 23-128 (CI2204)
Concrete Improvements - Denver Boulevard and West 31st Street

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Construct 6" Asphalt Patch	3,237	S.F.	\$8.00	\$25,896.00
12	Install 24"X30" Tactile Bands	16	EACH	\$520.00	\$8,320.00
13	Install Class 6 Backfill	424	TON	\$46.00	\$19,504.00
14	Erosion and Sediment Control	1	EACH	\$2,500.00	\$2,500.00
15	Traffic Control	1	EACH	\$30,000.00	\$30,000.00
16	Mobilization	1	EACH	\$15,000.00	\$15,000.00
TOTAL					\$300,290.30

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

That Russ Grading & Excavating LLC
of, 1010 S. Reading Ave. Pueblo, CO 81001, as Principal,
and The Ohio Casualty Insurance Company, as Surety, are held and
firmly bound unto the City of Pueblo, Colorado, as Obligee, in the full and just sum of
5% of Bid Dollars
(\$ 5% of Bid), 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 10/12, 2023 for:

Bid No.: 23-128 (CI2204)

Bid Name: Concrete Improvements - Denver Boulevard and West 31st Street

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 6th day of October, 2023.

ATTEST:

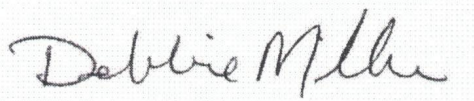
By 
Secretary

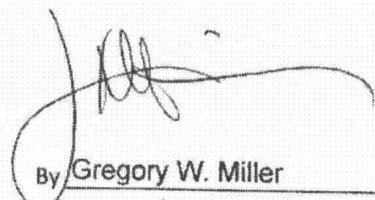
(SEAL)

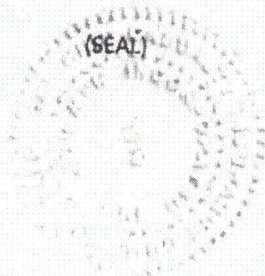
Russ Grading & Excavating LLC
Principal

By The Ohio Casualty Insurance Company
Surety

ATTEST:


By Deborah M. Miller


By Gregory W. Miller
Attorney-in-fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204417-984513**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gregory W. Miller; Landon W. Miller

all of the city of Colorado Springs state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of Oct, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_B/20

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



PUBLIC IMPROVEMENT INVITATION FOR BID

23-128 (CI2204)

CONCRETE IMPROVEMENTS - DENVER BOULEVARD AND WEST 31ST STREET

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

RELEASE DATE: September 26, 2023

DEADLINE FOR QUESTIONS: October 6, 2023, 12:00 pm

RESPONSE DEADLINE: October 12, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Pueblo
PUBLIC IMPROVEMENT INVITATION FOR BID
Concrete Improvements - Denver Boulevard and West 31st Street

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 - 23-128 Concrete Improvements - Denver Boulevard and West 31st Street,
Issued for Bid Drawings 9-26-23

Public Improvement Invitation for Bid #23-128 (CI2204)
 Title: Concrete Improvements - Denver Boulevard and West 31st Street

1. ADVERTISEMENT FOR BIDS

COPY PUBLISHED IN THE PUEBLO CHIEFTAIN REFERRED TO WEST 32ND STREET IN THE PROJECT NAME AND DESCRIPTION. THIS HAS BEEN CORRECTED TO WEST 31ST STREET AS SHOWN BELOW.

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 2:30 pm (MT) on Thursday, October 12, 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.: 23-128 (CI2204)

BID NAME: Concrete Improvements - Denver Boulevard and West 31st Street

PRE-BID MEETING: Tuesday, October 3, 2023, at 9:30 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 via Zoom.

In general, this project will consist of the removal and replacement of sidewalk and curb and gutter along the west side of Denver Boulevard and the north side of West 31st Street from Mountview Drive to Skyview Avenue, 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, September 26, 2023 in The Pueblo Chieftain Newspaper

Public Improvement Invitation for Bid #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

2. INTRODUCTION

2.1. Summary

In general, this project will consist of the removal and replacement of sidewalk and curb and gutter along west side of Denver Boulevard and the north side of West 31st Street from Mountview Drive to Skyview Avenue. New curb ramps will also be installed at the intersections where the curb and gutter is being replaced and other items as indicated in the plans and specifications.

2.2. Contact Information

Purchasing Department

-

230 S Mechanic Street

Pueblo, CO 81003

Email: bidinfo@pueblo.usPhone: [\(719\) 553-2350](tel:(719)553-2350)

Department:

Public Works

2.3. Timeline

Advertisement/Release Project Date	September 26, 2023
Pre-Bid Meeting (Non-Mandatory)	October 3, 2023, 9:30am In Person: Department of Public Works Conference Room 211 E. D St. Pueblo, CO Zoom: Join Zoom Meeting https://pueblo.zoom.us/j/87898321842 Meeting ID: 878 9832 1842 Passcode: 625358
Question Submission Deadline	October 6, 2023, 12:00pm
Bid Opening	October 12, 2023, 2:30pm

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 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 Consulting 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, October 6, 2023 at 12:00 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 Organization with 24-hour emergency contact
- 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, including but not limited to, asphalt, base course, utilities, sod, irrigation systems and landscaped areas. 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. Grass and other plant areas shall be restored, maintained, and irrigated until final acceptance by the Project Manager. Fabric shall be installed under all rock landscape areas. Any landscape material salvaged by Contractor for reuse will not be acceptable if contaminated by dirt or different landscape material. Slopes to match from the new improvements to existing improvements shall not exceed a 4:1 slope.

Public Improvement Invitation for Bid #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

All work to relocate existing irrigation sprinklers which conflicts with the new construction shall be considered site restoration. The accuracy of information furnished regarding existing irrigation systems is not guaranteed. The locations are approximate and may not include all irrigation system components. Contractor shall determine the exact location of all irrigation systems before commencing work and shall be fully responsible for any damage resulting from failure to locate and protect all irrigation systems.

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. CONCRETE PERMITS

The "no fee" permit shall be obtained from the City Engineering Division at 211 E. "D" Street. Any concrete work placed without benefit of both permit and inspection by the Public Works Department will not be paid for.

3.21. 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.

3.22. 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.

Pueblo Board of Water Works shall complete the work to relocate fire hydrants as shown on the plans.

Black Hills Energy shall complete the work to relocate light poles as shown on the plans.

3.23. COMPLETE WORK ON TIME

Failure to complete the work by the allotted 90 calendar days shall result in the assessing of liquidated damages according to [GENERAL PROVISIONS](#).

3.24. 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.

3.25. CONSTRUCTION STAKING

Contractor may request construction staking by the City for all curb and gutter and crossspan replacement. Contractor shall notify the City 48 hours in advance for staking. Contractor shall protect all stakes from damage during construction and shall be responsible for the cost of replacing any stakes that are damaged. The City shall replace stakes at a cost of \$50.00 per stake which may be deducted from the final payment to Contractor.

3.26. 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.

3.27. 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.

3.28. CONSTRUCTION TRAFFIC CONTROL

Contractor shall submit a traffic control plan prepared by a Certified Traffic Control Supervisor at the preconstruction conference for approval by the City's Traffic Engineer.

Where possible, crossspans may be constructed full width with proper street closures; however, the time of closure must be kept to a minimum. To expedite the curing, the minimum 28-day compressive strength shall be increased to 4500 psi (increased to seven (7) sacks per cubic yard). The additional cost for the added cement shall be paid by the Contractor.

All traffic control procedures, signing, lighting and barricades shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, and shall be set up and maintained by a Certified Traffic Control Supervisor.

Construction traffic control shall be paid as "Traffic Control." Periodic payments for this item shall be based upon the percentage of work completed compared to the original bid amount.

3.29. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

All concrete shall be protected from traffic for a period of fourteen (14) days, or as directed by the Project Manager. The Contractor shall provide necessary supervision and/or barriers to protect all concrete from traffic or vandalism. Any concrete damaged by traffic and/or vandalism will be rejected. Replacement of damaged concrete shall be paid for entirely by the Contractor.

3.30. ASPHALT AND CONCRETE REMOVAL

Asphalt and concrete shall be removed to the lines and grades established by the Project Manager. Any removal outside those lines and grades not approved by the Project Manager, will not be paid for by the City. Contractor shall properly dispose of all removed items from the construction site.

Saw cutting to remove asphalt and concrete to a neat line shall not be paid for separately but shall be included in the cost of the asphalt and concrete removal bid item.

3.31. CURB AND GUTTER CONSTRUCTION AND PAYMENT

Contractor shall schedule their work to minimize the inconvenience to the public. Property owners shall be notified well in advance of any work that interferes with access to private driveways. Access to driveways shall be restored no later than fifteen (15) days after the concrete is placed.

Sections of curb and gutter shall not be considered for partial payment until backfill and restoration (if applicable) are completed.

Under the bid item labeled "Const. Curb and Gutter", the Contractor shall construct curb and gutter to match existing type (6" Std. 9"x30" pan, Roll top, etc.). Payment for all types of curb and gutter will be the unit price in the Bid Schedule.

3.32. CONSTRUCT 6" ASPHALT PAVING

This bid item shall include all costs necessary to complete the asphalt paving work in accordance with the project plans and specifications. It shall include preparation of paving area, furnishing and placing the asphalt paving material and any items incidental to the proper completion of the work.

Asphalt paving material shall be Grading SX conforming to the applicable Colorado Department of Transportation (CDOT), Standard Specifications for Road and Bridge Construction, most current Edition, Section 702 and Section 703. The City will allow up to a maximum of Thirty (30) percent of Reclaimed Asphalt Pavement (RAP) in the asphalt mix design. Asphalt cement binder shall be PG 64-22. The Contractor shall submit a Job Mix Formula JMF) for the HMA asphalt to be used on this project.

3.33. CLASS 6 BASE MATERIAL (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 to City of Pueblo standards. This bid item will only be used in the event that unsuitable soils are encountered. Payment for this item shall be based upon actual weight by the ton, or fraction thereof, of Class 6 material evidenced from actual weight tickets.

3.34. 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.

3.35. 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

Public Improvement Invitation for Bid #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

- 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

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 #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

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. 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. **Inland Marine/Installation Floater Insurance:** All tools and equipment that the Contractor has at the job site or is owned by the Contractor and/or subcontractors are the responsibility of the Contractor, respectively. Contractor shall obtain an installation floater to cover that portion of the work to be constructed, installed, altered or repaired by contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of others in the contractor's care, custody or control including but not limited to materials paid for by City pursuant to General Provisions Section 5.63 of this contract. The City shall be named as loss payee on the policy with coverage extending through the final completion date for all materials or supplies purchased for the project. The City of Pueblo assumes no responsibility for protection, maintenance, or repair of any tools or equipment used on this project.
- E. **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.

- F. **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.
- G. **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.
- H. **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	AMOUNT OF LIQUIDATED
CONTRACT AMOUNT	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. In City's sole and absolute discretion, City may require certifications of payment by any supplier, subcontractor, and materialmen of Contractor with respect to the work performed. 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 and certifications, if required, 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.

Public Improvement Invitation for Bid #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

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.

Public Improvement Invitation for Bid #23-128 (CI2204)
Title: Concrete Improvements - Denver Boulevard and West 31st Street

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

Public Improvement Invitation for Bid #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

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 90 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

Public Improvement Invitation for Bid #23-128 (CI2204)
 Title: Concrete Improvements - Denver Boulevard and West 31st Street

*Response required

6.4.2. COLORADO LABOR REQUIREMENT:*

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 #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

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

6.5.7. *Unlicensed **

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

☐ Yes

☐ No

Public Improvement Invitation for Bid #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

*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 #23-128 (CI2204)

Title: Concrete Improvements - Denver Boulevard and West 31st Street

7. PRICING TABLE

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Remove Asphalt	3,280	S.F.		
2	Remove Curb and Gutter	1,553	L.F.		
3	Remove Concrete	5,859	S.F.		
4	Remove Reinforced Concrete	478	S.F.		
5	Construct Curb Head	147	L.F.		
6	Construct Modified Curb and Gutter	1,552	L.F.		
7	Construct 4" Concrete	6,782	S.F.		
8	Construct 6" Concrete	1,769	S.F.		
9	Construct Reinforced Concrete	478	S.F.		
10	Construct 2" Asphalt Patch	43	S.F.		
11	Construct 6" Asphalt Patch	3,237	S.F.		
12	Install 24"X30" Tactile Bands	16	EACH		
13	Install Class 6 Backfill	424	TON		
14	Erosion and Sediment Control	1	EACH		
15	Traffic Control	1	EACH		
16	Mobilization	1	EACH		
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.	Advertisement for Bids
Section II.	Introduction
Section III.	Special Provisions
Section IV.	Labor Provisions
Section V.	General Provisions
Section VI.	Project Details
Section VII.	Vendor Submissions
Section VIII.	Pricing Table
Appendices	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?

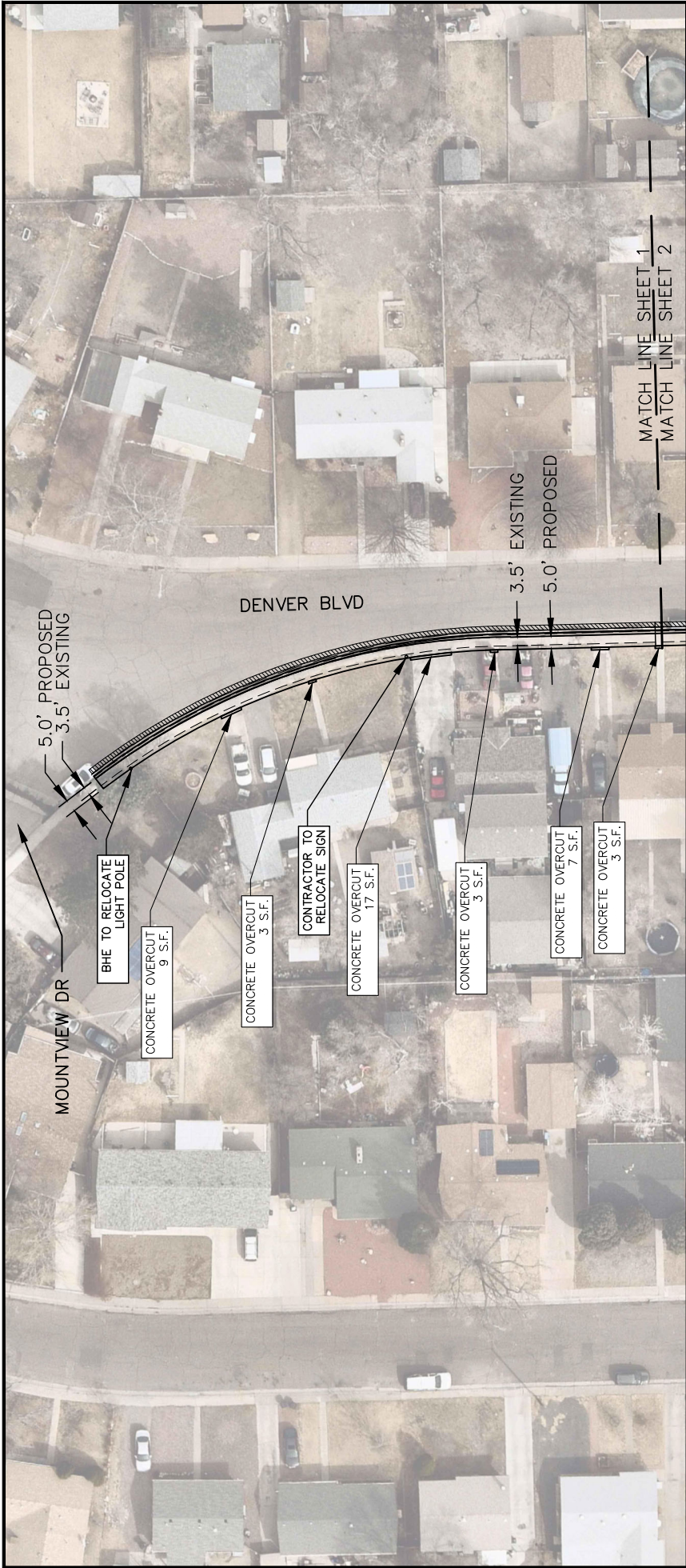
Yes, a Zero return must be filed. If you do not file a return and no taxes are owed, a \$15 late filing fee will be enforced.

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

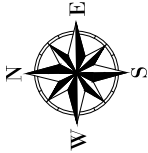
Yes, food purchased from grocery stores is only exempt for home consumption. In any other situation the food is deemed taxable. Any prepared food is also subject to taxation.

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

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



NEW ELEV = 96.84
EXISTING = (97.04)
ASPHALT PAVING/PATCH

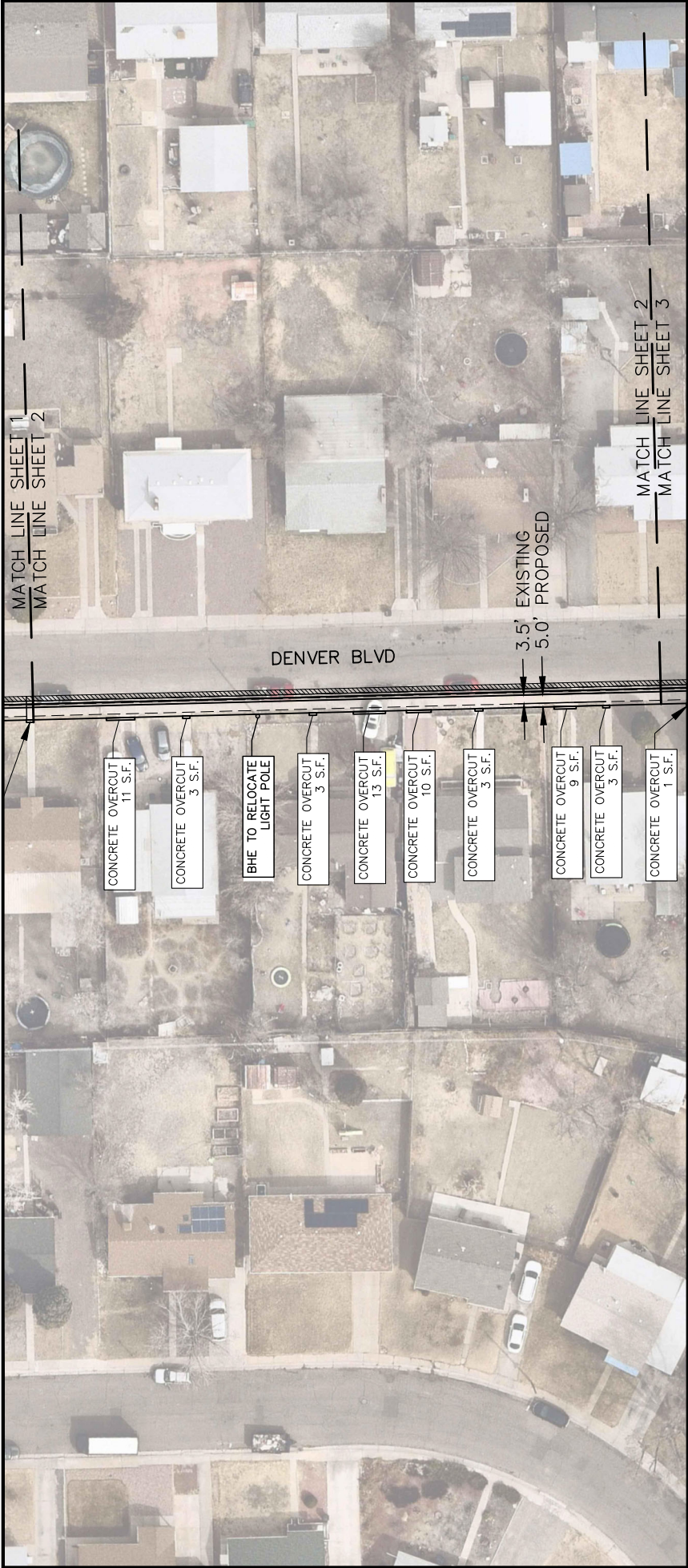


DENVER BLVD OVERCUTS
REMOVE 42 S.F. CONCRETE
CONSTRUCT 9 S.F. 4" CONCRETE
CONSTRUCT 33 S.F. 6" CONCRETE

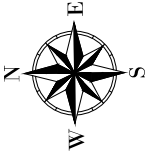
DENVER BLVD
REMOVE 238 L.F. CURB & GUTTER
REMOVE 881 S.F. CONCRETE
REMOVE 481 S.F. ASPHALT
CONSTRUCT 238 L.F. MODIFIED CURB & GUTTER
CONSTRUCT 981 S.F. 4" CONCRETE
CONSTRUCT 201 S.F. 6" CONCRETE
CONSTRUCT 481 S.F. 6" ASPHALT PATCH

ISSUED FOR BID DRAWINGS 9-26-23

										DRAWING NO. 23-128	
										CONCRETE IMPROVEMENTS - DENVER BLVD. TO W. 31STS ST.	
										DENVER BLVD	
										SHEET NO. 1	



NEW ELEV = 96.84
EXISTING = (97.04)
ASPHALT PAVING/PATCH

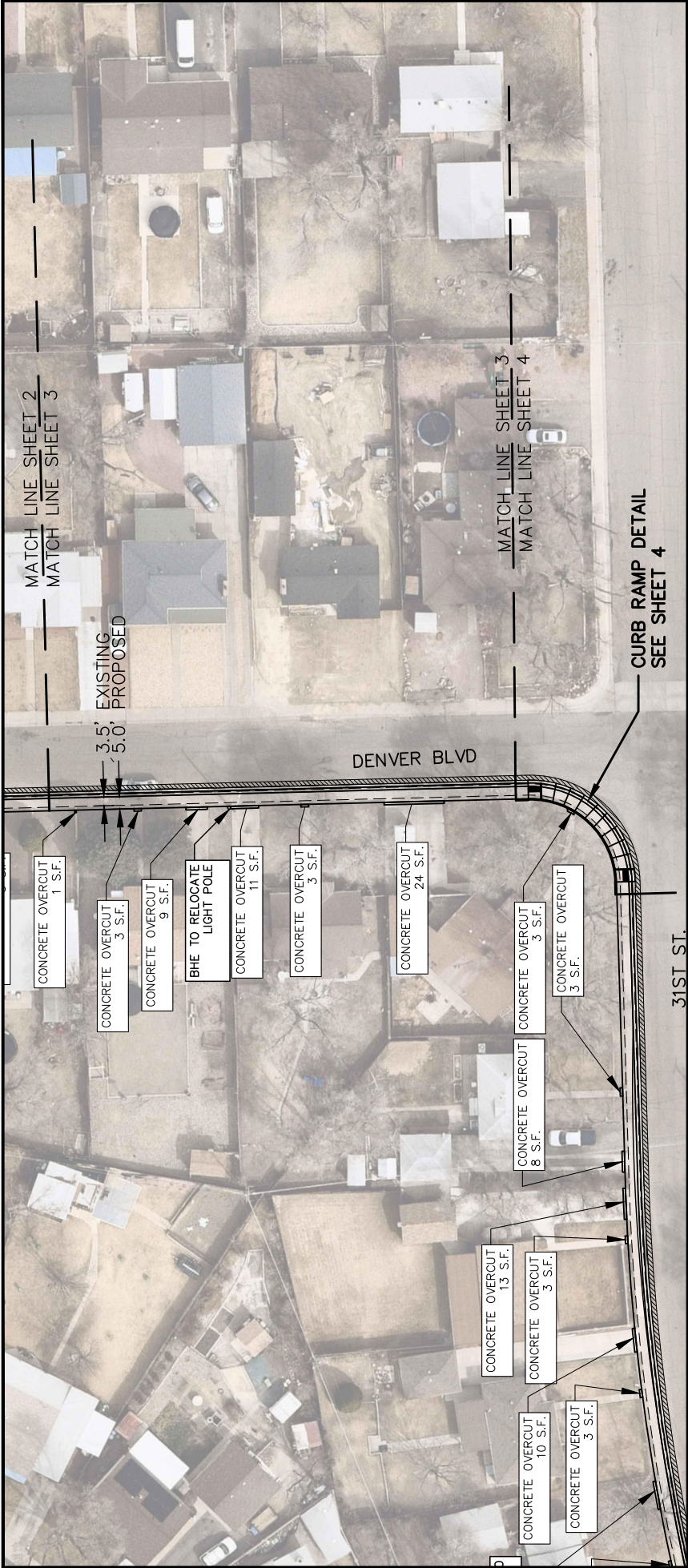


DENVER BLVD OVERCUTS
REMOVE 55 S.F. CONCRETE
CONSTRUCT 12 S.F. 4" CONCRETE
CONSTRUCT 43 S.F. 6" CONCRETE

DENVER BLVD
REMOVE 255 L.F. CURB & GUTTER
REMOVE 893 S.F. CONCRETE
REMOVE 510 S.F. ASPHALT
CONSTRUCT 255 L.F. MODIFIED CURB & GUTTER
CONSTRUCT 1060 S.F. 4" CONCRETE
CONSTRUCT 215 S.F. 6" CONCRETE
CONSTRUCT 510 S.F. 6" ASPHALT PATCH

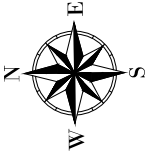
ISSUED FOR BID DRAWINGS 9-26-23

DRAWING NO. 23-128		CONCRETE IMPROVEMENTS - DENVER BLVD. TO W. 31ST ST.	
SHEET NO. 2		DENVER BLVD	
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 211 EAST 10 TH STREET PUEBLO, CO 81003 (719) 553-2295 PHONE (719) 553-2294 FAX		SCALE (H): 1" = 40' SCALE (V): MPP DRAWN BY: MPP DESIGNED BY: MPP CHECKED BY: BQ DATE: 9/26/2023	
BUREAU OF PUBLIC UTILITIES		CITY OF PUEBLO colorado	
NO.		REVISIONS	
		BY DATE APPROVAL	



DENVER BLVD OVERCUTS
REMOVE 55 S.F. CONCRETE
CONSTRUCT 7 S.F. 4" CONCRETE
CONSTRUCT 48 S.F. 6" CONCRETE

DENVER BLVD
REMOVE 193 L.F. CURB & GUTTER
REMOVE 675 S.F. CONCRETE
REMOVE 386 S.F. ASPHALT
CONSTRUCT 193 L.F. MODIFIED CURB & GUTTER
CONSTRUCT 724 S.F. 4" CONCRETE
CONSTRUCT 240 S.F. 6" CONCRETE
CONSTRUCT 386 S.F. 6" ASPHALT PATCH

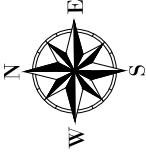


ISSUED FOR BID DRAWINGS 9-26-23

DRAWING NO. 23-128		CONCRETE IMPROVEMENTS - DENVER BLVD. TO W. 31STS ST.	
SHEET NO. 3		DENVER BLVD	
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 211 EAST 10 TH STREET PUEBLO, CO 81003 (719) 553-2295 PHONE (719) 553-2294 FAX		SCALE (H): 1" = 40' DRAWN BY: MPP DESIGNED BY: MPP CHECKED BY: BQ DATE: 9/26/2023	
BUREAU OF PUBLIC UTILITIES		city of PUEBLO colorado	
NO.		REVISIONS	
		BY DATE APPROVAL	



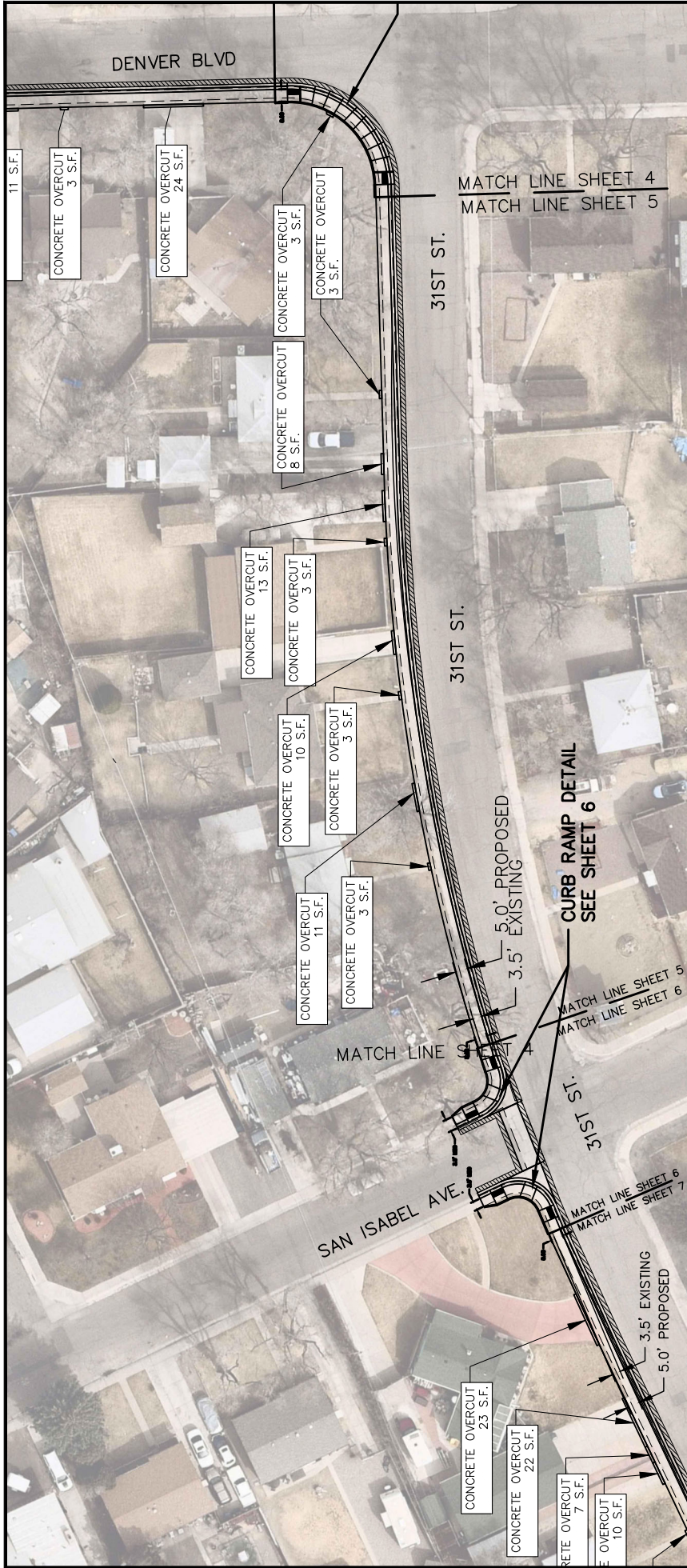
NEW ELEV = 96.84
EXISTING = (97.04)
ASPHALT PAVING/PATCH



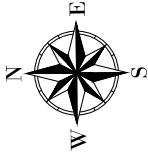
DENVER & 31ST CORNER NE
REMOVE 64 L.F. CURB & GUTTER
REMOVE 247 S.F. CONCRETE
REMOVE 135 S.F. ASPHALT
CONSTRUCT 63 L.F. CURB HEAD
CONSTRUCT 64 L.F. MODIFIED CURB & GUTTER
CONSTRUCT 340 S.F. 4" CONCRETE
CONSTRUCT 135 S.F. 6" ASPHALT PATCH
INSTALL 4 EA. 24"X30" TACTILE BAND

ISSUED FOR BID DRAWINGS 9-26-23

DRAWING NO. 23-128		CONCRETE IMPROVEMENTS - DENVER BLVD. TO W. 31STS ST.	
SHEET NO. 4		DENVER BLVD & 31ST CORNER	
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 211 EAST 10 TH STREET PUEBLO, CO 81003 (719) 553-2295 PHONE (719) 553-2294 FAX		SCALE (H): 1" = 20' SCALE (V): MPP DRAWN BY: MPP DESIGNED BY: MPP CHECKED BY: BQ DATE: 9/26/2023	
BUREAU OF PUBLIC UTILITIES		CITY OF PUEBLO colorado	
REVISIONS		BY DATE APPROVAL	



NEW ELEV = 96.84
EXISTING = (97.04)
ASPHALT PAVING/PATCH

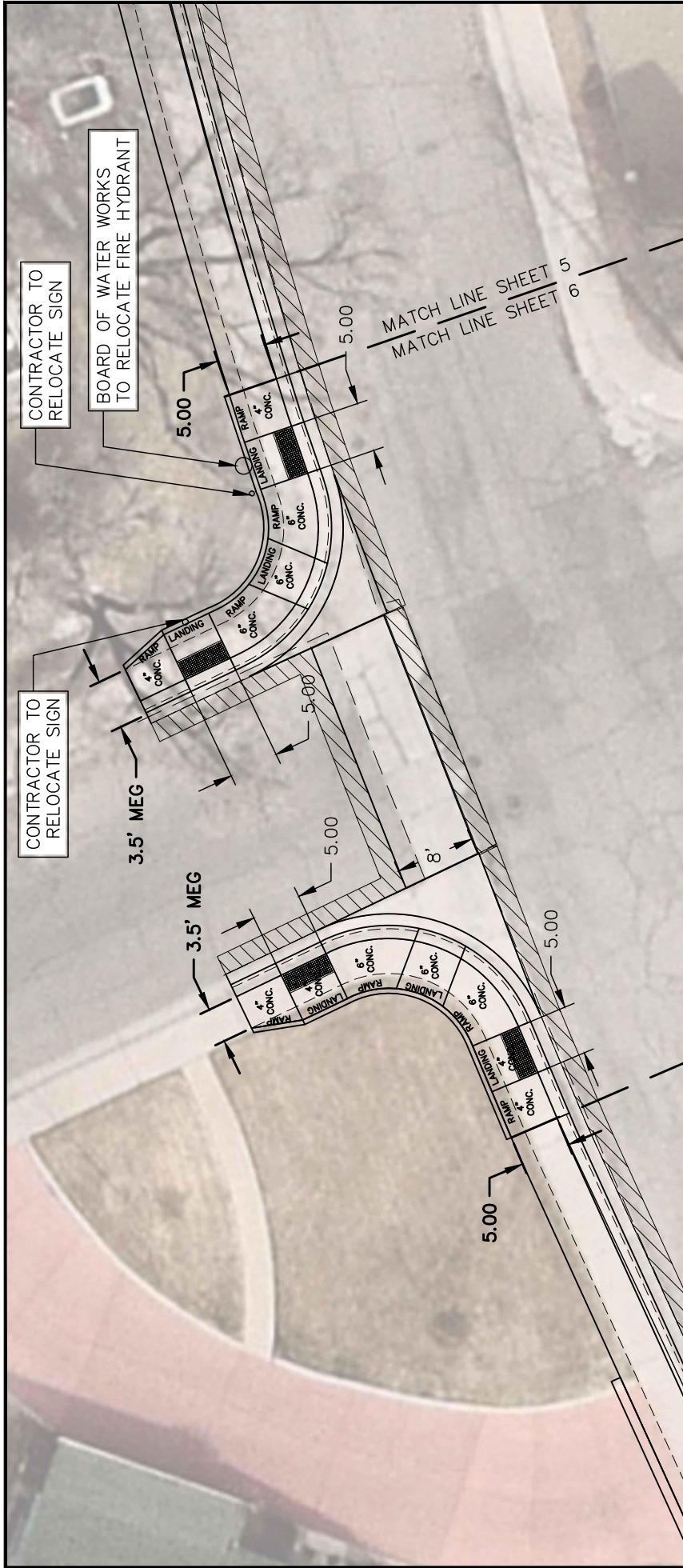


31st DENVER TO SAN ISABEL OVERCUTS
REMOVE 54 S.F. CONCRETE
CONSTRUCT 12 S.F. 4" CONCRETE
CONSTRUCT 42 S.F. 6" CONCRETE

31st DENVER TO SAN ISABEL
REMOVE 349 L.F. CURB & GUTTER
REMOVE 1227 S.F. CONCRETE
REMOVE 693 S.F. ASPHALT
CONSTRUCT 349 L.F. MODIFIED CURB & GUTTER
CONSTRUCT 1544 S.F. 4" CONCRETE
CONSTRUCT 210 S.F. 6" CONCRETE
CONSTRUCT 693 S.F. 6" ASPHALT PATCH

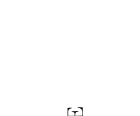
ISSUED FOR BID DRAWINGS 9-26-23

DRAWING NO. 23-128		CONCRETE IMPROVEMENTS - DENVER BLVD. TO W. 31STS ST.	
SHEET NO. 5		31ST & DENVER TO SAN ISABEL	
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 211 EAST 10 TH STREET PUEBLO, CO 81003 (719) 553-2295 PHONE (719) 553-2294 FAX		SCALE (H): 1" = 40' SCALE (V): MPP DRAWN BY: MPP DESIGNED BY: MPP CHECKED BY: BQ DATE: 9/26/2023	
BUREAU OF PUBLIC UTILITIES		CITY OF PUEBLO colorado	
NO.		REVISIONS	
		BY DATE APPROVAL	



NW SAN ISABEL		NE SAN ISABEL ST	
REMOVE	45 L.F. CURB & GUTTER	REMOVE	45 L.F. CURB & GUTTER
REMOVE	142 S.F. CONCRETE	REMOVE	140 S.F. CONCRETE
REMOVE	143 S.F. ASPHALT	REMOVE	143 S.F. ASPHALT
REMOVE	164 S.F. REIN. CONCRETE	REMOVE	163 S.F. REIN. CONCRETE
CONSTRUCT	164 S.F. REIN. 7" CONCRETE	CONSTRUCT	34 L.F. CURB HEAD
CONSTRUCT	35 L.F. CURB HEAD	CONSTRUCT	163 S.F. REIN. 7" CONCRETE
CONSTRUCT	45 L.F. MODIFIED CURB & GUTTER	CONSTRUCT	44 L.F. MODIFIED CURB & GUTTER
CONSTRUCT	100 S.F. 4" CONCRETE	CONSTRUCT	100 S.F. 4" CONCRETE
CONSTRUCT	96 S.F. 6" CONCRETE	CONSTRUCT	94 S.F. 6" CONCRETE
CONSTRUCT	143 S.F. 6" ASPHALT PATCH	CONSTRUCT	143 S.F. 6" ASPHALT PATCH
INSTALL	4 EA. 24"X30" TACTILE BAND	INSTALL	4 EA. 24"X30" TACTILE BAND

NEW ELEV. = 96.84
EXISTING = (97.04)
ASPHALT PAVING/PATCH





City of
PUEBLO
Colorado



BUREAU OF
PUEBLO
ENGINEERING DIVISION
PUEBLO, COLORADO

REVISIONS

BY

DATE

APPROVAL

ISSUED FOR BID DRAWINGS 9-26-23

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST 19TH STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

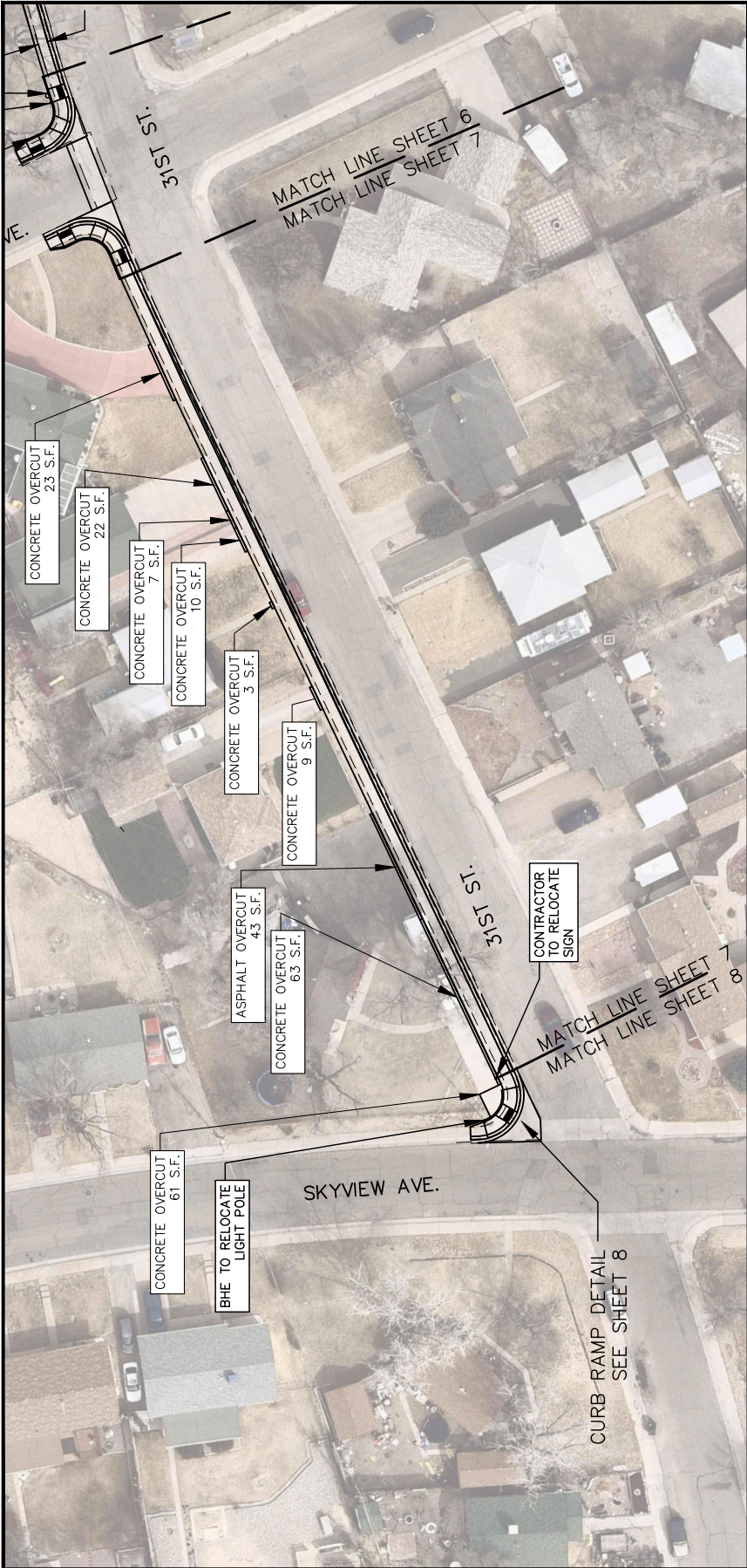
SCALE (H): 1" = 20'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: BQ
DATE: 9/26/2023

CONCRETE IMPROVEMENTS - DENVER BLVD. TO W. 31STS ST.

31ST AND SAN ISABEL CORNERS

DRAWING NO. 23-128

SHEET NO. 6



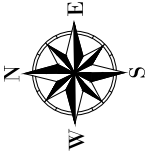
SAN ISABEL TO SKYVIEW

REMOVE	326 L.F. CURB & GUTTER
REMOVE	1140 S.F. CONCRETE
REMOVE	651 S.F. ASPHALT
CONSTRUCT	326 L.F. MODIFIED CURB & GUTTER
CONSTRUCT	1761 S.F. 4" CONCRETE
CONSTRUCT	330 S.F. 6" CONCRETE
CONSTRUCT	651 S.F. 6" ASPHALT PATCH

SAN ISABEL TO SKYVIEW OVERCUTS

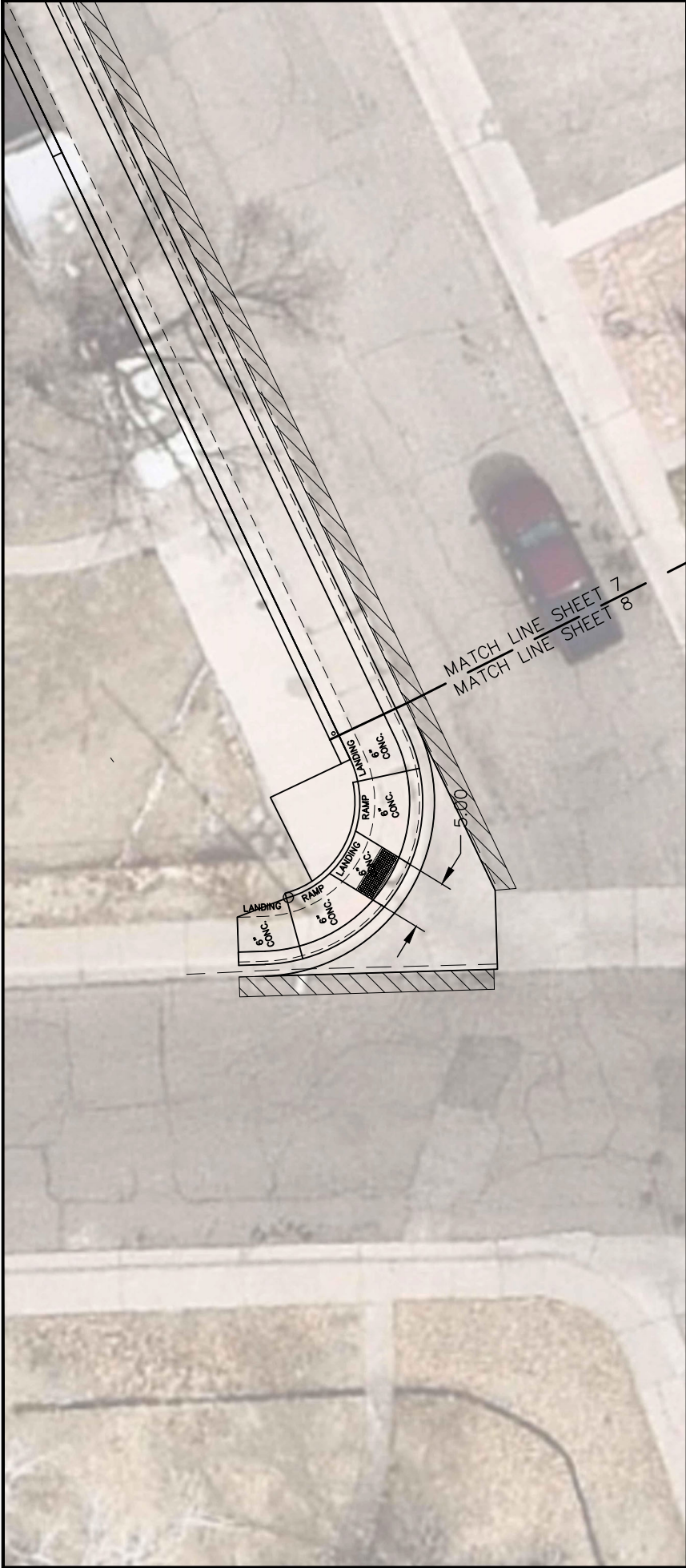
REMOVE	198 S.F. CONCRETE
REMOVE	43 S.F. ASPHALT
CONSTRUCT	132 S.F. 4" CONCRETE
CONSTRUCT	66 S.F. 6" CONCRETE
CONSTRUCT	43 S.F. 6" ASPHALT PATCH

NEW ELEV = 96.84
EXISTING = 97.04
ASPHALT PAVING/PATCH



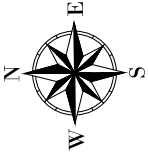
ISSUED FOR BID DRAWINGS 9-26-23

NO.	REVISIONS	BY	DATE	APPROVAL			PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 211 EAST 10 TH STREET PUEBLO, CO 81003 (719) 553-2295 PHONE (719) 553-2294 FAX	SCALE (H): 1" = 30' SCALE (V): DRAWN BY: MPP DESIGNED BY: MPP CHECKED BY: BQ DATE: 9/26/2023	DRAWING NO: 23-128 CONCRETE IMPROVEMENTS - DENVER BLVD. TO W. 31STS ST.	SHEET NO. 7



NEW ELEV = 96.84
EXISTING = (97.04)
ASPHALT PAVING/PATCH

- 31ST AND SKYVIEW CORNER
- REMOVE 38 L.F. CURB & GUTTER
 - REMOVE 110 S.F. CONCRETE
 - REMOVE 95 S.F. ASPHALT
 - REMOVE 151 S.F. REIN. CONCRETE
 - CONSTRUCT 15 L.F. CURB HEAD
 - CONSTRUCT 151 S.F. REIN. 7" CONCRETE
 - CONSTRUCT 38 L.F. MODIFIED CURB & GUTTER
 - CONSTRUCT 151 S.F. 6" CONCRETE
 - CONSTRUCT 95 S.F. 6" ASPHALT PATCH
 - INSTALL 4 EA. 24"X30" TACTILE BAND



NO.		REVISIONS		BY	DATE	APPROVAL		 PUEBLO colorado	PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 211 EAST 10 TH STREET PUEBLO, CO 81003 (719) 553-2295 PHONE (719) 553-2294 FAX	SCALE (H): 1" = 10' SCALE (V): DRAWN BY: MPP DESIGNED BY: MPP CHECKED BY: BQ DATE: 9/26/2023	23-128 CONCRETE IMPROVEMENTS - DENVER BLVD. TO W. 31STS ST. 31ST AND SKYVIEW CORNERS	DRAWING NO.	SHEET NO. 8
												ISSUED FOR BID DRAWINGS 9-26-23	

ADDITIONAL INFORMATION

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

719) 369-9781
Fax (719) 543-1713
bruss.rgx@gmail.com



1010 S. Reading Ave.
Pueblo Co, 81001

AFFIRMATIVE ACTION PLAN

Russ Grading & Excavating does not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, creed or age.

Russ Grading & Excavating will take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, creed or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment of advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Sincerely,

Bailey Russ

Signature

Bailey Russ

Printed Name

_____owner_____

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

11/28/2023_____

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2023

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 Courtland Insurance Agency LLC. PO Box 370115 Denver CO 80237	CONTACT NAME: Greg Miller PHONE (A/C, No, Ext): 303-949-9446 FAX (A/C, No): E-MAIL ADDRESS: gregm@courtlandinsurance.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Liberty Mutual</td> <td></td> </tr> <tr> <td>INSURER B: Gemini Insurance</td> <td></td> </tr> <tr> <td>INSURER C: Pinnacol Assurance</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual		INSURER B: Gemini Insurance		INSURER C: Pinnacol Assurance		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual															
INSURER B: Gemini Insurance															
INSURER C: Pinnacol Assurance															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Russ Grading & Excavating LLC 1010 S Reading Ave Pueblo CO 81001															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																		
B	COMMERCIAL GENERAL LIABILITY <table style="width: 100%;"> <tr> <td>☐</td> <td>CLAIMS-MADE</td> <td>☒</td> <td>OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☐	CLAIMS-MADE	☒	OCCUR			VIGP024311	07/17/2023	07/17/2024	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
☐	CLAIMS-MADE	☒	OCCUR																						
EACH OCCURRENCE	\$ 1,000,000																								
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																								
MED EXP (Any one person)	\$ 5,000																								
PERSONAL & ADV INJURY	\$ 1,000,000																								
GENERAL AGGREGATE	\$ 2,000,000																								
PRODUCTS - COMP/OP AGG	\$ 2,000,000																								
	\$																								
A	AUTOMOBILE LIABILITY ☒ ANY AUTO <table style="width: 100%;"> <tr> <td>☐ OWNED AUTOS ONLY</td> <td>☐ SCHEDULED AUTOS</td> </tr> <tr> <td>☐ HIRED AUTOS ONLY</td> <td>☐ NON-OWNED AUTOS ONLY</td> </tr> </table>	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY			BAS 22 62 76 00 42	02/13/2023	02/13/2024	<table style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS																								
☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY																								
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																								
BODILY INJURY (Per person)	\$																								
BODILY INJURY (Per accident)	\$																								
PROPERTY DAMAGE (Per accident)	\$																								
	\$																								
B	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			VIFX002199	07/17/2023	07/17/2024	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$												
EACH OCCURRENCE	\$ 2,000,000																								
AGGREGATE	\$ 2,000,000																								
	\$																								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A ☒	4212592	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTH-ER <table style="width: 100%;"> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												
E.L. EACH ACCIDENT	\$ 1,000,000																								
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																								
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																								
A	Inland Marine	☒		BMO 62 76 00 42	02/13/2023	02/13/2024	1,031,202 coverage limit																		

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

Project: 23-128 Concrete Improvements - Denver Boulevard and West 31st Street

The City of Pueblo, its agents, officers and employees are designated as additional insured

Waiver of Subrogation in favor of Certificate Holder applies

The City of Pueblo, its agents, officers and employees are loss payees as their interests may appear.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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,

Russ Grading & Excavating LLC

is a

Limited Liability Company

formed or registered on 02/10/2017 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 20171108724 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/02/2023 that have been posted, and by documents delivered to this office electronically through 11/07/2023 @ 07:45:03 .

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 11/07/2023 @ 07:45:03 in accordance with applicable law. This certificate is assigned Confirmation Number 15466941 .

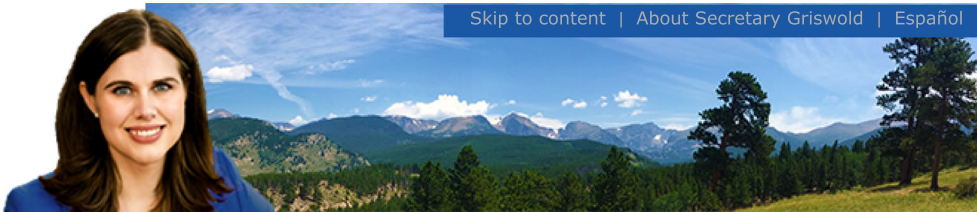


Jena Griswold

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."



For this Record...

- Filing history and documents
- 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	Russ Grading & Excavating LLC		
Status	Good Standing	Formation date	02/10/2017
ID number	20171108724	Form	Limited Liability Company
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	1010 S. Reading Ave, Pueblo, CO 81001, United States		
Principal office mailing address	1010 S. Reading Ave, Pueblo, CO 81001, United States		

Registered Agent	
Name	Bailey T Russ
Street address	1010 S Reading Ave, Pueblo, CO 81001, US
Mailing address	1010 S Reading Ave, Pueblo, CO 81001, US

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)
- [Subscribe to text notification](#)
- [Unsubscribe from text notification](#)

Back

New codes have been adopted as of 06/29/2023. Please click here to view current codes.

- [Home](#)[E-Gov ▼](#)[Permits ▼](#)[Routing ▼](#)[Contractors ▼](#)[Plan Review ▼](#)
- [Addressing](#)[Resources & Links ▼](#)[Contact](#)

Select Language ▼

Powered by Google Translate



Contractor Details

PRBD License ID	0013811
Company Name	RUSS GRADING & EXCAVATING LLC.
Doing Business As	
Examinee	BAILEY RUSS
Address	1010 S READING AVE PUEBLO , CO 81001
Phone	719-369-9781
Licenses	D08 - Demolition D15 - Excavation - Earth Work P02 - Utility Contractor
Liability Ins.	07/17/2024
Workman's Comp Ins.	10/01/2023
Expiration Date	12/31/2023

[New Search](#)

Office Hours: Monday-Friday 7:30 AM to 4:30 PM
Closed: Dec. 26th in observance of Christmas, Jan. 2nd in observance of New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving + Friday

Certificate Of Completion

Envelope Id: 8E8C2A73B03947739EE5384683D7FEF7

Status: Completed

Subject: Complete with DocuSign: 23-128 Contract Documents Russ Grading & Excavating Concrete Improvemen...

Source Envelope:

Document Pages: 101

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

11/29/2023 4:01:20 PM

purchasing@pueblo.us

Signer Events**Signature****Timestamp**

Naomi Hedden

nchedden@pueblo.us

Director of Purchasing

City of Pueblo

Security Level: Email, Account Authentication
(None)

DocuSigned by:



663514DB28C0490...

Sent: 11/29/2023 4:07:33 PM

Viewed: 11/30/2023 7:50:29 AM

Signed: 11/30/2023 7:50:43 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

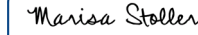
Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



7C02EBDFFC3D43C...

Sent: 11/30/2023 7:50:45 AM

Viewed: 11/30/2023 2:25:46 PM

Signed: 11/30/2023 2:26:01 PM

Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

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: 11/30/2023 2:26:04 PM

Viewed: 11/30/2023 3:16:44 PM

Signed: 11/30/2023 3:20:13 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

Electronic Record and Signature Disclosure:

Accepted: 10/13/2022 2:52:37 PM

ID: 193e356e-f58c-4b78-9125-7570ede65814

George Hypolite

ghypolite@pueblo.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



DAB59DF55564442...

Sent: 11/30/2023 3:20:15 PM

Resent: 11/30/2023 3:42:15 PM

Viewed: 11/30/2023 7:32:27 PM

Signed: 11/30/2023 7:32:54 PM

Signature Adoption: Pre-selected Style

Using IP Address: 75.70.153.209

Electronic Record and Signature Disclosure:

Accepted: 11/30/2023 7:32:27 PM

ID: 9c0e5ef0-1c93-45da-98a2-bcaa2c513989

Signer Events	Signature	Timestamp
Deborah Rivera drivera@pueblo.us Director of Purchasing 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: 11/30/2023 7:32:58 PM Viewed: 12/1/2023 8:10:41 AM Signed: 12/1/2023 8:11:59 AM
Charles Roy croy@pueblo.us Deputy Director PW Engineer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 12/1/2023 8:12:02 AM Resent: 12/1/2023 11:40:42 AM Viewed: 12/1/2023 11:48:35 AM Signed: 12/1/2023 11:49:08 AM
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: 12/1/2023 11:49:11 AM Viewed: 12/1/2023 3:35:27 PM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/1/2023 11:49:12 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/29/2023 4:07:33 PM
Envelope Updated	Security Checked	11/30/2023 3:42:14 PM
Envelope Updated	Security Checked	11/30/2023 3:42:14 PM
Envelope Updated	Security Checked	11/30/2023 3:42:14 PM
Envelope Updated	Security Checked	11/30/2023 3:42:14 PM
Envelope Updated	Security Checked	11/30/2023 3:47:08 PM
Envelope Updated	Security Checked	11/30/2023 3:47:08 PM
Envelope Updated	Security Checked	12/1/2023 11:40:41 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	12/1/2023 11:40:41 AM
Certified Delivered	Security Checked	12/1/2023 11:48:35 AM
Signing Complete	Security Checked	12/1/2023 11:49:08 AM
Completed	Security Checked	12/1/2023 11:49:12 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-43) TO THE FOOD TRUCK UNION, LLC., TO USE THE PUBLIC PARKING ON THE EAST SIDE OF COURT STREET (BETWEEN W. 15TH STREET AND W. 19TH STREET), AND PUBLIC PARKING ON THE NORTH SIDE OF W. 15TH STREET (BETWEEN N. SANTA FE AVENUE AND COURT STREET) FOR A RECURRING FOOD TRUCK EVENT TO BE HELD ON FRIDAYS BETWEEN APRIL 4, 2024, AND NOVEMBER 2, 2024

SUMMARY:

Attached is a Resolution approving the issuance of a revocable permit to the Food Truck Union, LLC for a recurring food truck event in Mineral Palace Park to be held on Fridays between April 4, 2024, and November 2, 2024.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Food Truck Union, LLC., has submitted a revocable permit (REV-23-43) application requesting to use the public parking on the east side of Court Street (between W. 15th Street and W. 19th Street) and public parking on the north side of W. 15th Street (between N. Santa Fe Avenue and Court Street). Designation of existing public parking for dedicated event parking on Fridays between April 4, 2024, and November 2, 2024, between the hours of 8:00 a.m. and sunset. The southwest section of Veltri Avenue inside Mineral Palace Park will also be closed to vehicular traffic during the events. All existing designated ADA-accessible parking spaces will remain available to the public for ADA-accessible parking. Parking will not be allowed within 20 feet of any crosswalk.

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 using the public parking.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit 23-43

RESOLUTION NO. 15531

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-43) TO THE FOOD TRUCK UNION, LLC., TO USE THE PUBLIC PARKING ON THE EAST SIDE OF COURT STREET (BETWEEN W. 15TH STREET AND W. 19TH STREET), AND PUBLIC PARKING ON THE NORTH SIDE OF W. 15TH STREET (BETWEEN N. SANTA FE AVENUE AND COURT STREET) FOR A RECURRING FOOD TRUCK EVENT TO BE HELD ON FRIDAYS BETWEEN APRIL 4, 2024, AND NOVEMBER 2, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-42) is authorized to be issued to the Food Truck Union, LLC.

SECTION 2.

The use of the permitted area 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.

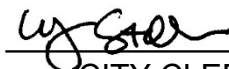
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **The Food Truck Union 12 Ramsgate Pl. Pueblo, CO 81001 719.250.7971 Pueblo Parks & Rec MINERAL PALACE PARK**
2. Permitted Area: **Public Parking on the east side of Court Street (between W. 15th Street and W. 19th Street) and public parking on the north side of W. 15th Street (between N. Santa Fe Ave. and Court St.)**
3. Purpose of Revocable Permit: **Designation of existing public parking for dedicated event parking on Fridays between April 4, 2024, and Nov 2, 2024, between the hours of 8:00 AM and Sunset. We will also be closing the SW section of Veltri Ave. inside Mineral Palace Park. All existing designated ADA-accessible parking spaces will remain available to the public for ADA-accessible parking. Parking will not be allowed within 20 feet of any crosswalk.**
4. Commencement Date: **April 4, 2024** Time: **8am**
5. Ending Date: **November 2, 2024** Time: **Sunset**

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 _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-4) TO THE P.L.A.C.E. (PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE) PROJECT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG 200 EAST ORMAN AVENUE BETWEEN MICHIGAN STREET AND BROADWAY AVENUE FOR THE PURPOSE OF FACILITATING A COMMUNITY BLOCK PARTY EVENT

SUMMARY:

Attached is a Resolution approving the issuance of a revocable permit requested by P.L.A.C.E. (Pueblo's Legacy and Community Experience) for use of the the public right-of-way on E. Orman Ave. between Michigan Street and Broadway Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The P.L.A.C.E. Project has submitted a revocable permit (REV-24-4) application requesting to close the public right-of-way along 200 East Orman Avenue between Michigan Street and Broadway Avenue for the purpose of facilitating a community block party event on April 30, 2024, starting at 2:00 p.m. to 9:00 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 a community block party event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit 24-4

RESOLUTION NO. 15532

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-4) TO THE P.L.A.C.E. (PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE) PROJECT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG 200 EAST ORMAN AVENUE BETWEEN MICHIGAN STREET AND BROADWAY AVENUE FOR THE PURPOSE OF FACILITATING A COMMUNITY BLOCK PARTY EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-4) is authorized to be issued to P.L.A.C.E. (Pueblo's Legacy and Community Experience) Project for the use of the public right-of-way along 200 East Orman Avenue between Michigan Street and Broadway Avenue for the purpose of facilitating a community block party event on April 30, 2024, starting from 2:00 p.m. to 9:00 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.

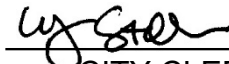
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **The P.L.A.C.E. 635 W. Corona Ste 102 (719)564-0055**
2. Permitted Area: **200 block of East Orman Avenue between Michigan Street and Broadway Avenue**
3. Purpose of Revocable Permit: **Street closure to facilitate a community block party to promote the Central Pueblo community.**
4. Commencement Date: **April 30, 2024** Time: **2 p.m.**
5. Ending Date: **April 30, 2024** Time: **9 p.m.**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this _____ 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 _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-42) TO THE FOOD TRUCK UNION, LLC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG GOODNIGHT AVENUE IN CITY PARK BETWEEN LAKE JOY DRIVE AND S. PARKSIDE LANE FOR THE CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC ON SUNDAYS BETWEEN 04/04/2024 THROUGH 09/01/2024 DURING THE HOURS OF 8:00 A.M. UNTIL SUNSET WHEN PARK RIDES ARE NOT OPERATING OR UNTIL 9:00 P.M. WHEN PARK RIDES ARE OPERATING

SUMMARY:

Attached is a draft revocable permit submitted by the Food Truck Union, LLC

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Food Truck Union, LLC., has submitted a revocable permit (REV-23-42) application requesting to close the public right-of-way along Goodnight Avenue in City Park between Lake Joy Drive and S. Parkside Lane to vehicular traffic on Sundays between 04/04/2024 through 09/01/2024 during the hours of 8:00 a.m. until Sunset when Park rides are not operating or until 9:00 p.m. when Park rides are operating.

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 the use of the public right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REVOCABLE PERMIT 23-42

RESOLUTION NO. 15533

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-42) TO THE FOOD TRUCK UNION, LLC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG GOODNIGHT AVENUE IN CITY PARK BETWEEN LAKE JOY DRIVE AND S. PARKSIDE LANE FOR THE CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC ON SUNDAYS BETWEEN 04/04/2024 THROUGH 09/01/2024 DURING THE HOURS OF 8:00 A.M. UNTIL SUNSET WHEN PARK RIDES ARE NOT OPERATING OR UNTIL 9:00 P.M. WHEN PARK RIDES ARE OPERATING

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-42) is authorized to be issued to the Food Truck Union, LLC., for the use of the public right-of-way along Goodnight Avenue in City Park between Lake Joy Drive and S. Parkside Lane for the closure of the permitted area to vehicular traffic on Sundays between 04/04/2024 through 09/01/2024 during the hours of 8:00 a.m. until Sunset when Park rides are not operating or until 9:00 p.m. when Park rides are operating.

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.

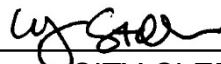
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **The Food Truck Union 12 Ramsgate Pl, Pueblo, CO 81001 7192507971 City of Pueblo City Park**
2. Permitted Area: **Goodnight Ave. in City Park between Lake Joy Drive and S. Parkside Lane**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic on Sundays between 4/04/2024 through 09/01/2024 during the hours of 8:00 AM until Sunset when Park rides are not operating or until 9:00 PM when Park rides are operating.**
4. Commencement Date: **April 4, 2024** Time: **8:00am**
5. Ending Date: **September 1, 2024** Time: **Dark or 9pm when Rides Close**

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 _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION ESTABLISHING AN APPROVED LIST OF CONTRACTORS TO PERFORM EMERGENCY SANITARY SEWER POINT REPAIRS DURING CALENDAR YEARS 2024, 2025, AND 2026 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution establishes an approved list of contractors to perform emergency sanitary sewer point repairs during calendar years 2024, 2025, and 2026.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The City of Pueblo owns and operates a sanitary sewer system to convey raw sewage for treatment to the James R. Dilorio Water Reclamation Facility. Parts of this system are beyond its life expectancy.

Sanitary sewer problems requiring point repairs are most often discovered when residents report service problems or our Wastewater Collection Crew discovers pipes that are broken, sagging, leaking, have obstructions, or unstable manholes. Thus, it is often not possible to anticipate when and where a repair will be needed. Repairs need to be completed as quickly as possible to limit the time that the public in the vicinity may be without service or at risk for back-ups.

The City of Pueblo requires formal competitive bids for projects to assure that costs are controlled. Pursuant to Sections 1-10-5 and 1-10-6, P.M.C., the Mayor is authorized to approve emergency construction projects without formal bidding and without prior City Council approval. Such contracts are subsequently presented to the City Council for ratification and approval. This resolution authorizes contracts under 2024, 2025 and

2026 Sanitary Sewer Emergency Point Repair Project 24-033 and will provide both competitive bid cost controls and rapid response capability by creating a list of qualified contractors who have provided a list of unit prices.

The Purchasing Department solicited unit cost competitive bids from contractors for various elements of a sanitary sewer point repair, including per lineal foot pipe costs for differing pipe sizes and depths, unit costs for manholes, unit costs for curb and gutter, mobilization costs as well as other related costs that may be required while repairing the main. Two bids were received and attached is that summary sheet. All bidders form a list of qualified firms to whom point repair projects can be offered.

When a point repair project arises, the Wastewater Department staff will evaluate the repairs needed, determine the unit quantities for the work and compare the qualified contractors' bid price to determine which will complete the work for the lowest cost. The contractor will be required to sign a standard contract for each project. The project will then proceed without prior Council approval but shall subsequently be presented to Council for ratification and approval.

FINANCIAL IMPLICATIONS:

Funding for this project will come from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding is available and has been budgeted, appropriated and allocated to Project No. 24-033 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

Under this alternative, the City would not create an approved list of contractors to make repairs to the existing sanitary sewer system if and when emergencies occur. Under this alternative, the risk of sanitary sewer overflows and backups increases, which creates serious health and safety issues for the public.

Alternative No. 2 – Place Mains on the Rehabilitation List

Under this alternative, the City would make no immediate improvements and would not create an approved list of contractors for emergency repairs. Any emergency issues would be placed on a rehabilitation list and prioritized by the level of importance for future improvements. This would significantly increase the time it takes to repair the main. This would increase the risk to public safety and health and allow the damaged main to continue to degrade.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 03-11-24 24-033 2024-2026 Emergency Sanitary Sewer Point Repair Attachment

RESOLUTION NO. 15534

A RESOLUTION ESTABLISHING AN APPROVED LIST OF CONTRACTORS TO PERFORM EMERGENCY SANITARY SEWER POINT REPAIRS DURING CALENDAR YEARS 2024, 2025, AND 2026 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, proposals for performing sanitary sewer point repairs under Project No. 24-033 have been received and examined; and

WHEREAS, the proposal of Parker Excavating Inc., and Miller Pipeline LLC, (collectively the "Approved List") have been determined to be responsive; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Council hereby authorizes, subject to an unexpended balance of appropriations, therefore, that upon approval of the Mayor, contracts for effecting emergency sanitary sewer point repairs may be awarded from time to time to the lowest bidder on the approved list, as determined by unit prices for elements of constructions submitted by responsive bidders under Project No. 24-033 based on the requirements and unit quantities of each repair project that may arise, and that the same be awarded to said bidder in the required amount at the time of each project.

SECTION 2.

Funds for Project 24-033 (WWAN03) shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

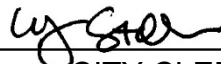
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
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. 24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
RESPONSE DEADLINE: February 15, 2024 at 9:00 am
Report Generated: Thursday, February 15, 2024

VENDORS

Vendor
Parker Excavating, Inc.
Miller Pipeline, LLC

EVALUATION TABULATION
IFB No. 24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair

2024-2026 EMERGENCY SANITARY SEWER POINT REPAIR

		2024-2026 Emergency Sanitary Sewer Point Repair		Miller Pipeline, LLC	Parker Excavating, Inc.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	\$250.00	\$150.00
2	Remove and Replace 8" PVC Less than 10' Deep	21-100	LF	\$180.00	\$138.00
3	Remove and Replace 8" PVC Less than 10' Deep	>100	LF	\$150.00	\$113.00
4	Remove and Replace 8" PVC More than 10' Deep	1-20	LF	\$270.00	\$158.00
5	Remove and Replace 8" PVC More than 10' Deep	21-100	LF	\$200.00	\$146.00
6	Remove and Replace 8" PVC More than 10' Deep	>100	LF	\$170.00	\$121.00
7	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF	\$254.00	\$170.00
8	Remove and Replace 10" PVC Less than 10' Deep	21-100	LF	\$184.00	\$142.00
9	Remove and Replace 10" PVC Less than 10' Deep	>100	LF	\$154.00	\$138.00
10	Remove and Replace 10" PVC More than 10' Deep	1-20	LF	\$274.00	\$183.00
11	Remove and Replace 10" PVC More than 10' Deep	21-100	LF	\$204.00	\$153.00
12	Remove and Replace 10" PVC More than 10' Deep	>100	LF	\$174.00	\$149.00
13	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF	\$260.00	\$189.00
14	Remove and Replace 12" PVC Less than 10' Deep	21-100	LF	\$190.00	\$155.00
15	Remove and Replace 12" PVC Less than 10' Deep	>100	LF	\$160.00	\$153.00

EVALUATION TABULATION
IFB No. 24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair

		2024-2026 Emergency Sanitary Sewer Point Repair		Miller Pipeline, LLC	Parker Excavating, Inc.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
16	Remove and Replace 12" PVC More than 10' Deep	1-20	LF	\$280.00	\$204.00
17	Remove and Replace 12" PVC More than 10' Deep	21-100	LF	\$210.00	\$167.00
18	Remove and Replace 12" PVC More than 10' Deep	>100	LF	\$180.00	\$165.00
19	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF	\$270.00	\$167.00
20	Remove and Replace 15" PVC Less than 10' Deep	21-100	LF	\$200.00	\$153.00
21	Remove and Replace 15" PVC Less than 10' Deep	>100	LF	\$170.00	\$151.00
22	Remove and Replace 15" PVC More than 10' Deep	1-20	LF	\$290.00	\$182.00
23	Remove and Replace 15" PVC More than 10' Deep	21-100	LF	\$220.00	\$171.00
24	Remove and Replace 15" PVC More than 10' Deep	>100	LF	\$190.00	\$167.00
25	Remove and Replace 4" Sewer Service Less than 10' Deep	1-20	LF	\$180.00	\$129.00
26	Remove and Replace 4" Sewer Service Less than 10' Deep	21-100	LF	\$150.00	\$107.00
27	Remove and Replace 4" Sewer Service Less than 10' Deep	>100	LF	\$120.00	\$102.00
28	Remove and Replace 4" Sewer Service More than 10' Deep	1-20	LF	\$200.00	\$143.00
29	Remove and Replace 4" Sewer Service More than 10' Deep	21-100	LF	\$170.00	\$114.00
30	Remove and Replace 4" Sewer Service More than 10' Deep	>100	LF	\$140.00	\$108.00
31	Remove and Replace 6" Sewer Service Less than 10' Deep	1-20	LF	\$185.00	\$154.00

EVALUATION TABULATION

IFB No. 24-033 (WWAN03)

2024-2026 Emergency Sanitary Sewer Point Repair

		2024-2026 Emergency Sanitary Sewer Point Repair		Miller Pipeline, LLC	Parker Excavating, Inc.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
32	Remove and Replace 6" Sewer Service Less than 10' Deep	21-100	LF	\$155.00	\$128.00
33	Remove and Replace 6" Sewer Service Less than 10' Deep	>100	LF	\$125.00	\$122.00
34	Remove and Replace 6" Sewer Service More than 10' Deep	1-20	LF	\$205.00	\$166.00
35	Remove and Replace 6" Sewer Service More than 10' Deep	21-100	LF	\$175.00	\$138.00
36	Remove and Replace 6" Sewer Service More than 10' Deep	>100	LF	\$145.00	\$132.00
37	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF	\$110.00	\$102.00
38	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	21-100	LF	\$90.00	\$78.00
39	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	>100	LF	\$85.00	\$75.00
40	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF	\$118.00	\$104.00
41	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	21-100	LF	\$98.00	\$79.00
42	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	>100	LF	\$93.00	\$77.00
43	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF	\$130.00	\$105.00
44	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	21-100	LF	\$110.00	\$81.00
45	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	>100	LF	\$115.00	\$79.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2024-2026 Emergency Sanitary Sewer Point Repair

Page 4

EVALUATION TABULATION
IFB No. 24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair

		2024-2026 Emergency Sanitary Sewer Point Repair		Miller Pipeline, LLC	Parker Excavating, Inc.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
46	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF	\$138.00	\$112.00
47	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	21-100	LF	\$118.00	\$86.00
48	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	>100	LF	\$123.00	\$85.00
49	Remove and Replace 7" Reinforced Concrete	1-20	SF	\$28.00	\$24.50
50	Remove and Replace 7" Reinforced Concrete	21-100	SF	\$23.00	\$19.50
51	Remove and Replace 7" Reinforced Concrete	>100	SF	\$18.00	\$18.50
52	Remove and Replace 6" Reinforced Concrete	1-20	SF	\$28.00	\$24.00
53	Remove and Replace 6" Reinforced Concrete	21-100	SF	\$23.00	\$19.00
54	Remove and Replace 6" Reinforced Concrete	>100	SF	\$18.00	\$18.00
55	Remove and Replace 4" Concrete	1-20	SF	\$26.00	\$19.00
56	Remove and Replace 4" Concrete	21-100	SF	\$21.00	\$16.50
57	Remove and Replace 4" Concrete	>100	SF	\$15.00	\$16.00
58	Remove and Replace Standard Curb and Gutter	1-20	LF	\$56.00	\$51.00
59	Remove and Replace Standard Curb and Gutter	21-100	LF	\$51.00	\$49.50
60	Remove and Replace Standard Curb and Gutter	>100	LF	\$46.00	\$48.00

EVALUATION TABULATION
IFB No. 24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair

		2024-2026 Emergency Sanitary Sewer Point Repair		Miller Pipeline, LLC	Parker Excavating, Inc.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
61	Install or Remove and Replace 6" Curb Head	1-20	LF	\$53.00	\$31.00
62	Install or Remove and Replace 6" Curb Head	21-100	LF	\$48.00	\$29.00
63	Install or Remove and Replace 6" Curb Head	>100	LF	\$50.00	\$28.00
64	Install Extra Lean Concrete (FlowFill)	1-20	CY	\$195.00	\$164.00
65	Install Extra Lean Concrete (FlowFill)	21-100	CY	\$185.00	\$164.00
66	Install Extra Lean Concrete (FlowFill)	>100	CY	\$180.00	\$164.00
67	Class 6 Base Course for Gravel Surfaced Alleys	1	TN	\$40.00	\$33.00
68	Remove Camera/Cleaning Head/Tap Cutter	1	HR	\$325.00	\$400.00
69	Remove and Replace 48" Diameter Manhole	1	EA	\$5,000.00	\$4,280.00
70	Remove and Replace 60" Diameter Manhole	1	EA	\$5,500.00	\$5,130.00
71	Reinstate Services - 4"	1	EA	\$350.00	\$388.00
72	Reinstate Services - 6"	1	EA	\$450.00	\$427.00
73	Mobilization	1	LS	\$1,750.00	\$1,725.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Councilor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SHAUNDAWNA FERGUSON TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026 ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Shaundawna Ferguson to complete a three-year term expiring September 30, 2026 on the Pueblo Streetscape Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expiration of William (Bill) Zwick, there is one appointment available to serve a three-year term expiring November 1, 2026 on the Pueblo Streetscape Advisory Committee.

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:

None

RESOLUTION NO. 15535

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF SHAUNDAWNA FERGUSON TO COMPLETE A
THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026 ON THE
PUEBLO STREETSCAPE ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Shaundawna Ferguson to the Pueblo Streetscape Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Shaundawna Ferguson to the Pueblo Streetscape Advisory Committee to complete a three-year term expiring September 30, 2026 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.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF
GINA LOPEZ FERGUSON AND DANIEL MCHENRY TO THE
COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Community Services Advisory Commission (CSAC).

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission (CSAC) are made on an annual basis selecting individuals to serve on expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

Due to members moving and resignations, there are four vacancies on the Community Services Advisory Commission (CSAC).

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution

from the Agenda, and request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15536

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF GINA LOPEZ FERGUSON AND DANIEL MCHENRY TO THE
COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

WHEREAS, PACOG duly convened and appointed Gina Lopez Ferguson and Daniel McHenry to complete a four-year term expiring on April 30, 2025; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment of Gina Lopez Ferguson and Daniel McHenry to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2025, shall be and hereby is ratified.

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: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION AMENDING RESOLUTION NO. 15434 RELATED TO THE FUNDING OF PROFESSIONAL SERVICES PROVIDED BY MULTISTUDIO, INC. PERTAINING TO THE UNIFIED DEVELOPMENT CODE FOR THE PLANNING DEPARTMENT PROJECT 23-081A

SUMMARY:

This Resolution amends Resolution No. 15434 regarding the accounts that professional services shall be paid from for Project No. 23-081A Unified Development Code. Funds in the amount of \$107,556.50 shall be paid from the Unified Development Code for Planning Department Project - CI2319 and funds in the amount of \$107,556.50 shall be paid from American Rescue Plan Act – Project CI2113.

PREVIOUS COUNCIL ACTION:

City Council established Project CI2319 and budgeted and appropriated \$420,000 comprised of \$195,000 in grant funds from the Colorado Department of Local Affairs (DOLA) Energy Impact Assistance Program EIAF 9547 and \$225,000 in Pueblo American Rescue Plan Act (ARPA) Funds approved in Resolution No. 15100 and approved a grant agreement with DOLA on October 26, 2020 by Ordinance No. 9796. A Professional Services Agreement was approved by Resolution No. 15436 with Multistudio, Inc. in the amount of \$215,113 for the Unified Development Code for the Planning Department and authorized funds for said contract to be paid from Project - CI2319 Pueblo Land Use Code.

BACKGROUND:

This Resolution amends Resolution No. 15434 by including half of the cost of the payment of professional services to Multistudio, Inc. totaling \$107,556.50 to be paid from Project CI2319 - Pueblo Land Use Code and the remaining \$107,556.50 to be paid from Project CI2113 - ARPA Funds approved in Resolution No. 15100 funds.

FINANCIAL IMPLICATIONS:

The total fees for professional services provided by Multistudio, Inc., will be funded through the following sources:

Energy Impact Assistance Program EIAF 9547 (CI2319)	\$107,556.50
Pueblo ARPA Funds approved in Resolution No. 15100 (CI2113)	<u>\$107,556.50</u>
	\$215,113.00

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would leave a shortage of \$20,113 in funds to pay for the professional services and not provide matching funds from the ARPA account for the DOLA grant award for this Project.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15537

A RESOLUTION AMENDING RESOLUTION NO. 15434
RELATED TO THE FUNDING OF PROFESSIONAL SERVICES
PROVIDED BY MULTISTUDIO, INC. PERTAINING TO THE
UNIFIED DEVELOPMENT CODE FOR THE PLANNING
DEPARTMENT PROJECT 23-081A

WHEREAS, Resolution No. 15434, approved on November 27, 2023 authorized funds in the amount of \$195,000 from Project CI2319 to pay for professional services completed by Multistudio, Inc. for the Unified Development Code for Planning Department Project; and,

WHEREAS, additional funds are required to be budgeted in equal amounts to satisfy the grant requirements of the Colorado Department of Local Affairs for the EIAF 9547 grant agreement from the Unified Development Code for Planning Department Project CI2319 and the Pueblo ARPA Funds Project CI2113 approved in Resolution No. 15100; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1

Funds previously authorized to be paid for said professional services in previous Resolution No. 15435 approved on November 27, 2023 are hereby amended as follows:

1. Funds in the amount of \$107,556.50 for said professional services shall be paid from the Unified Development Code for Planning Department Project CI2319.
2. Funds in the amount of \$107,556.50 for said professional services shall be paid from the Pueblo ARPA Funds Project CI2113 approved in Resolution No. 15100.

SECTION 2

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

SECTION 3

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION SUPPORTING COLORADO HB24-1027 – EXEMPTION FOR CHILDREN'S PRODUCTS AND URGING THE STATE LEGISLATURE TO ENACT THE SAME

SUMMARY:

Attached is a Resolution in support of Colorado HB24-1027 – Exemption for Children's Products.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Colorado HB24-1027 was introduced in the Colorado House of Representatives on January 10, 2024. It was passed out of the House Committee on Finance and referred, as amended, to Appropriations on February 5, 2024. The bill creates, beginning on January 1, 2025, and continuing indefinitely, a state sales and use tax exemption for baby and toddler products. It also creates a time-limited state sales and use tax exemption, or sales and use tax holiday, for back-to-school items. The tax holiday applies for 14 days beginning on January 1, 2025, and for an additional 14 days beginning on July 24, 2025. The bill permits a town, city, or county to create sales and use tax exemptions that are identical to the state exemptions.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support Colorado HB24-1027.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Draft Bill HB24-1027
2. Amendment to Draft Bill HB24-1027
3. Fiscal Note HB24-1027

RESOLUTION NO.

A RESOLUTION SUPPORTING COLORADO HB24-1027 –
EXEMPTION FOR CHILDREN'S PRODUCTS AND URGING THE
STATE LEGISLATURE TO ENACT THE SAME

WHEREAS, the total population for the City of Pueblo is approximately 111,456, 22.5% of which is under the age of 18; and

WHEREAS, the median household income for the City of Pueblo is \$49,598 with 19.2% of Pueblo's population living in poverty, nearly double the rate in Colorado. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above-stated reasons, supports the passage of HB24-1027 and urges the Colorado State Legislature to enact the same.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado Senate and House of Representatives and the Governor of Colorado.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 11, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 24-0042.01 Alison Killen x4350

HOUSE BILL 24-1027

HOUSE SPONSORSHIP

Winter T.,

SENATE SPONSORSHIP

Pelton B.,

House Committees
Finance

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING TAX RELIEF FOR PRODUCTS ESSENTIAL TO MINORS, AND,**
102 **IN CONNECTION THEREWITH, CREATING A SALES AND USE TAX**
103 **EXEMPTION FOR BABY AND TODDLER PRODUCTS AND CREATING**
104 **A SALES AND USE TAX HOLIDAY FOR BACK-TO-SCHOOL ITEMS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Section 1 of the bill creates, beginning on January 1, 2025, and continuing indefinitely, a state sales and use tax exemption for baby and toddler products. A "baby and toddler product" is defined to include a

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

baby crib, playpen, or play yard; a baby stroller; a baby safety gate, cabinet lock or latch, or electrical socket cover; a baby monitor; a bicycle child carrier seat, or trailer, including an adaptor or accessory; a baby exerciser, jumper, bouncer seat, or swing; a breast pump, bottle sterilizer, bottle, or nipple, pacifier, or teething ring; baby wipes; a changing table or pad; and baby and toddler clothing.

Section 1 also creates a time-limited state sales and use tax exemption, or sales and use tax holiday, for back-to-school items. The tax holiday applies for 14 days beginning on January 1, 2025, and for an additional 14 days beginning on July 24, 2025. A "back-to-school item" is defined to mean an article of clothing, a bag, a school supply, a learning aid, or a personal computer or personal computer-related accessory that is purchased primarily for use by an individual who is a minor. The exemption for each item is limited by cost as follows:

- \$100 for an article of clothing or a bag;
- \$50 for a school supply;
- \$30 for a learning aid; and
- \$1,500 for a personal computer or a personal computer-related accessory.

Section 2 permits a town, city, or county to create sales and use tax exemptions that are identical to the state exemptions.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** 39-26-735 as
3 follows:

4 **39-26-735. Baby and toddler products - back-to-school items**
5 **- tax preference performance statement - legislative declaration -**
6 **definitions - repeal.** (1) IN ACCORDANCE WITH SECTION 39-21-304 (1),
7 WHICH REQUIRES EACH BILL THAT CREATES A NEW TAX EXPENDITURE TO
8 INCLUDE A TAX PREFERENCE PERFORMANCE STATEMENT AS PART OF A
9 STATUTORY LEGISLATIVE DECLARATION, THE GENERAL ASSEMBLY HEREBY
10 FINDS AND DECLARES THAT:

11 (a) THE GENERAL LEGISLATIVE PURPOSE OF THE EXEMPTIONS
12 ALLOWED BY THIS SECTION IS TO PROVIDE TAX RELIEF FOR CERTAIN
13 INDIVIDUALS;

1 (b) THE SPECIFIC LEGISLATIVE PURPOSE OF THE EXEMPTIONS
2 ALLOWED BY THIS SECTION IS TO INCREASE THE AFFORDABILITY OF BABY
3 AND TODDLER PRODUCTS AND BACK-TO-SCHOOL ITEMS AND TO REDRESS
4 THE BURDEN THAT THE IMPOSITION OF SALES TAX PLACES ON MILLIONS OF
5 PARENTS AND OTHER INDIVIDUALS CARING FOR INFANTS AND YOUNG
6 CHILDREN IN COLORADO FOR WHOM SUCH PRODUCTS ARE ESSENTIAL; AND

7 (c) IN ORDER TO ALLOW THE GENERAL ASSEMBLY AND THE STATE
8 AUDITOR TO MEASURE THE EFFECTIVENESS OF THE EXEMPTIONS ALLOWED
9 BY SUBSECTIONS (3) AND (4) OF THIS SECTION, THE STATE AUDITOR SHALL
10 IDENTIFY AVAILABLE DATA SOURCES AND ESTIMATE THE SAVINGS THAT
11 THE EXEMPTIONS PROVIDE TO TAXPAYERS IN COLORADO FOR WHOM BABY
12 AND TODDLER PRODUCTS AND BACK-TO-SCHOOL ITEMS ARE ESSENTIAL
13 DURING THE STATE AUDITOR'S EVALUATION OF THE EXEMPTION PURSUANT
14 TO SECTION 39-21-305.

15 (2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
16 REQUIRES:

17 (a) "BABY AND TODDLER PRODUCT" MEANS:

18 (I) A BABY CRIB, INCLUDING A BABY PLAYPEN OR A BABY PLAY
19 YARD;

20 (II) A BABY STROLLER;

21 (III) A BABY SAFETY GATE;

22 (IV) A BABY MONITOR;

23 (V) A CHILD SAFETY CABINET LOCK OR LATCH OR AN ELECTRICAL
24 SOCKET COVER;

25 (VI) A BICYCLE CHILD CARRIER SEAT OR TRAILER DESIGNED FOR
26 CARRYING YOUNG CHILDREN, INCLUDING ANY ADAPTOR OR ACCESSORY
27 FOR THE SEAT OR TRAILER;

1 (VII) A BABY EXERCISER, JUMPER, BOUNCER SEAT, OR SWING;
2 (VIII) A BREAST PUMP, BOTTLE STERILIZER, BABY BOTTLE OR
3 NIPPLE, PACIFIER, OR TEETHING RING;
4 (IX) BABY WIPES;
5 (X) A CHANGING TABLE OR CHANGING PAD; AND
6 (XI) BABY AND TODDLER CLOTHING PRIMARILY INTENDED AND
7 MARKETING FOR CHILDREN AGE FIVE OR YOUNGER. BABY AND TODDLER
8 CLOTHING SIZE 5T AND SMALLER AND BABY AND TODDLER SHOES SIZE 13T
9 AND SMALLER ARE PRESUMED TO BE PRIMARILY INTENDED FOR AND
10 MARKETING FOR CHILDREN AGE FIVE OR YOUNGER.

11 (b) "BAG" MEANS A HANDBAG, BOOK BAG, BACKPACK, FANNY
12 PACK, OR DIAPER BAG, BUT DOES NOT INCLUDE A BRIEFCASE, SUITCASE,
13 LUGGAGE, OR OTHER GARMENT BAG.

14 (c) "BACK-TO-SCHOOL ITEM" MEANS AN ARTICLE OF CLOTHING, A
15 BAG, A SCHOOL SUPPLY, A LEARNING AID, OR A PERSONAL COMPUTER OR
16 PERSONAL COMPUTER-RELATED ACCESSORY THAT IS PURCHASED
17 PRIMARILY FOR USE BY AN INDIVIDUAL WHO IS A MINOR.

18 (d) "CLOTHING" MEANS:
19 (I) ANY ARTICLE OF WEARING APPAREL INTENDED TO BE WORN ON
20 THE PERSON, EXCLUDING A CLOTHING ACCESSORY; AND
21 (II) ANY FOOTWEAR, EXCLUDING SKIS, SNOWBOARDS, SWIM FINS,
22 ROLLER BLADES, SKATES, AND OTHER RECREATIONAL EQUIPMENT.

23 (e) "CLOTHING ACCESSORY" MEANS AN INCIDENTAL ITEM WORN
24 ON THE PERSON OR USED IN CONJUNCTION WITH CLOTHING. "CLOTHING
25 ACCESSORY" INCLUDES JEWELRY, WALLET, WATCHES, HATS, SCARVES,
26 HOSIERY, TIES, BELTS, AND UMBRELLAS.

27 (f) "DEPARTMENT" MEANS THE DEPARTMENT OF REVENUE.

1 (g) "EXECUTIVE DIRECTOR" MEANS THE EXECUTIVE DIRECTOR OF
2 THE DEPARTMENT OF REVENUE.

3 (h) "LEARNING AID" MEANS A SET OF STACKING OR NESTING
4 BLOCKS, FLASH CARDS OR OTHER LEARNING CARDS, A MATCHING OR
5 MEMORY GAME, A PUZZLE BOOK OR SEARCH-AND-FIND BOOK, AN
6 INTERACTIVE OR ELECTRONIC BOOK, OR ANY OTHER BOOK OR TOY
7 INTENDED TO TEACH SKILLS TO CHILDREN.

8 (i) "LOCAL GOVERNMENT" MEANS A COUNTY, CITY AND COUNTY,
9 OR MUNICIPALITY.

10 (j) (I) "PERSONAL COMPUTER" MEANS AN ELECTRONIC BOOK
11 READER, LAPTOP, DESKTOP, HANDHELD, TABLET, OR TOWER COMPUTER
12 PURCHASED FOR NONCOMMERCIAL HOME OR PERSONAL USE.

13 (II) "PERSONAL COMPUTER" DOES NOT INCLUDE A CELLULAR
14 TELEPHONE, VIDEO GAME CONSOLE, DIGITAL MEDIA RECEIVER, OR OTHER
15 DEVICE THAT IS NOT PRIMARILY DESIGNED TO PROCESS DATA.

16 (k) (I) "PERSONAL COMPUTER-RELATED ACCESSORY" INCLUDES A
17 KEYBOARD, MOUSE, PERSONAL DIGITAL ASSISTANT, MONITOR, MODEM,
18 ROUTER, NONRECREATIONAL SOFTWARE, AND OTHER PERIPHERAL DEVICES
19 OR SOFTWARE PURCHASED FOR NONCOMMERCIAL HOME OR PERSONAL USE.

20 (II) "PERSONAL COMPUTER-RELATED ACCESSORY" DOES NOT
21 INCLUDE FURNITURE OR SYSTEMS, DEVICES, SOFTWARE, MONITORS, OR
22 OTHER PERIPHERAL DEVICES THAT ARE DESIGNED OR INTENDED PRIMARILY
23 FOR RECREATIONAL USE.

24 (l) "SCHOOL SUPPLY" MEANS AN ART SUPPLY, BINDER POCKET,
25 BINDER, BLACKBOARD CHALK, CALCULATOR, CELLOPHANE TAPE, CLAY
26 AND GLAZE, COMPASS, COMPOSITION BOOK, CRAYON SET, DICTIONARY OR
27 THESAURUS, DRY ERASE MARKER AND ERASER, FOLDER, GLUE AND PASTE,

1 HIGHLIGHTER, INDEX CARD SET AND BOX, LUNCH BOX, MAP OR GLOBE,
2 MARKER, NOTEBOOK AND DIVIDER, PAPER OR PAD, PENCIL BOX OR OTHER
3 BOXES FOR SCHOOL SUPPLIES, PENCIL SHARPENER, PENCIL AND ERASER,
4 PEN, PROTRACTOR, REFERENCE BOOK, RULER, SCISSORS, TEXTBOOK, AND
5 WORKBOOK.

6 (3) (a) BEGINNING ON JANUARY 1, 2025, ALL SALES OF BABY AND
7 TODDLER PRODUCTS ARE EXEMPT FROM TAXATION UNDER PART 1 OF THIS
8 ARTICLE 26.

9 (b) NOTWITHSTANDING SECTION 39-21-304 (4), THE EXEMPTION
10 IN THIS SUBSECTION (3) CONTINUES INDEFINITELY.

11 (4) (a) DURING THE PERIOD BEGINNING AT 12:01 A.M. ON JANUARY
12 1, 2025, AND ENDING AT MIDNIGHT ON JANUARY 14, 2025, AND DURING
13 THE PERIOD BEGINNING AT 12:01 A.M. ON JULY 24, 2025, AND ENDING AT
14 MIDNIGHT ON AUGUST 6, 2025, THE SALE OF A BACK-TO-SCHOOL ITEM,
15 THE COST OF WHICH IS LESS THAN THE LIMIT ESTABLISHED IN SUBSECTION
16 (4)(b) OF THIS SECTION, IS EXEMPT FROM THE TAX LEVIED PURSUANT TO
17 PART 1 OF THIS ARTICLE 26.

18 (b) THE LIMIT FOR EACH BACK-TO-SCHOOL ITEM IS:

19 (I) ONE HUNDRED DOLLARS FOR AN ARTICLE OF CLOTHING OR BAG;

20 (II) FIFTY DOLLARS FOR A SCHOOL SUPPLY;

21 (III) THIRTY DOLLARS FOR A LEARNING AID; AND

22 (IV) ONE THOUSAND FIVE HUNDRED DOLLARS FOR A PERSONAL
23 COMPUTER OR A PERSONAL COMPUTER-RELATED ACCESSORY.

24 (c) THIS SUBSECTION (4) IS REPEALED, EFFECTIVE JANUARY 1,
25 2026.

26 (5) THE STORAGE, USE, OR CONSUMPTION OF A BABY OR TODDLER
27 PRODUCT OR A BACK-TO-SCHOOL ITEM THAT IS EXEMPT AT THE TIME OF

1 PURCHASE FROM THE SALES TAX PURSUANT TO SUBSECTION (3) OR (4) OF
2 THIS SECTION IS EXEMPT FROM THE USE TAX LEVIED PURSUANT TO PART 2
3 OF THIS ARTICLE 26.

4 (6) THE EXECUTIVE DIRECTOR MAY:

5 (a) MODIFY EXISTING FORMS OR CREATE NEW FORMS AS
6 NECESSARY TO FACILITATE THE EXEMPTIONS CREATED IN SUBSECTIONS (3)
7 AND (4) OF THIS SECTION; AND

8 (b) ADOPT RULES FOR THE ADMINISTRATION AND ENFORCEMENT
9 OF THIS SECTION.

10 **SECTION 2.** In Colorado Revised Statutes, 29-2-105, **amend**
11 (1)(d)(I)(T); and **add** (1)(d)(I)(V) and (1)(d)(I)(W) as follows:

12 **29-2-105. Contents of sales tax ordinances and proposals.**

13 (1) The sales tax ordinance or proposal of any incorporated town, city,
14 or county adopted pursuant to this article 2 shall be imposed on the sale
15 of tangible personal property at retail or the furnishing of services, as
16 provided in subsection (1)(d) of this section. Any countywide or
17 incorporated town or city sales tax ordinance or proposal shall include the
18 following provisions:

19 (d) (I) A provision that the sale of tangible personal property and
20 services taxable pursuant to this article 2 is the same as the sale of
21 tangible personal property and services taxable pursuant to section
22 39-26-104, except as otherwise provided in this subsection (1)(d). The
23 sale of tangible personal property and services taxable pursuant to this
24 article 2 is subject to the same sales tax exemptions as those specified in
25 part 7 of article 26 of title 39; except that the sale of the following may be
26 exempted from a town, city, or county sales tax only by the express
27 inclusion of the exemption either at the time of adoption of the initial

1 sales tax ordinance or resolution or by amendment thereto:

2 (T) The exemption for sales of heat pump systems and heat pump
3 water heaters set forth in section 39-26-732; ~~and~~

4 (V) THE EXEMPTION FOR BABY AND TODDLER PRODUCTS SET
5 FORTH IN SECTION 39-26-735 (3); AND

6 (W) THE EXEMPTION FOR BACK-TO-SCHOOL ITEMS SPECIFIED IN
7 SECTION 39-26-735 (4), FOR THE SAME PERIODS THAT THE STATE
8 EXEMPTION IS AVAILABLE.

9 **SECTION 3. Act subject to petition - effective date.** This act
10 takes effect at 12:01 a.m. on the day following the expiration of the
11 ninety-day period after final adjournment of the general assembly; except
12 that, if a referendum petition is filed pursuant to section 1 (3) of article V
13 of the state constitution against this act or an item, section, or part of this
14 act within such period, then the act, item, section, or part will not take
15 effect unless approved by the people at the general election to be held in
16 November 2024 and, in such case, will take effect on the date of the
17 official declaration of the vote thereon by the governor.

HB1027_L.001

HOUSE COMMITTEE OF REFERENCE AMENDMENT

Committee on Finance.

HB24-1027 be amended as follows:

- 1 Amend printed bill, page 7, after line 3 insert:
- 2 "(6) "THE DEPARTMENT OF REVENUE, IN CONSULTATION WITH THE
- 3 STATE AUDITOR, SHALL COLLECT THE INFORMATION NECESSARY FOR THE
- 4 STATE AUDITOR TO MEASURE THE EFFECTIVENESS OF THE EXEMPTION
- 5 ALLOWED BY THIS SECTION AS REQUIRED BY SUBSECTION (1)(c) OF THIS
- 6 SECTION."
- 7 Renumber succeeding subsection accordingly.

** *** ** *** **



Fiscal Note

Drafting Number:	LLS 24-0042	Date:	January 31, 2024
Prime Sponsors:	Rep. Winter T. Sen. Pelton B.	Bill Status:	House Finance
		Fiscal Analyst:	Amanda Liddle 303-866-5834 amanda.liddle@coleg.gov
Bill Topic:	EXEMPTION FOR CHILDREN'S PRODUCTS		
Summary of Fiscal Impact:	☒ State Revenue	☐ State Transfer	☒ Local Government
	☒ State Expenditure	☒ TABOR Refund	☐ Statutory Public Entity
	The bill exempts baby and toddler products from the state sales tax beginning in 2025 and, for four specified weeks during 2025 only, exempts back-to-school items from the state sales tax. The bill reduces state revenue and increases state expenditures on an ongoing basis, and reduces local government revenue in some instances.		
Appropriation Summary:	For FY 2024-25, the bill requires an appropriation of \$124,173.		
Fiscal Note Status:	The fiscal note reflects the introduced bill.		

Table 1
State Fiscal Impacts Under HB 24-1027

		Budget Year FY 2024-25	Out Year FY 2025-26
Revenue	General Fund	(\$10.0 million)	(\$15.6 million)
	Total Revenue	(\$10.0 million)	(\$15.6 million)
Expenditures	General Fund	\$124,173	\$58,425
	Centrally Appropriated	\$18,742	\$15,033
	Total Expenditures	\$142,915	\$73,458
	Total FTE	1.1 FTE	0.9 FTE
Other Budget Impacts	TABOR Refund	(\$10.0 million)	(\$15.6 million)
	GF Reserve	\$18,626	\$8,764

Summary of Legislation

The bill creates two state sales tax exemptions, which begin on January 1, 2025, as outlined below.

Baby and Toddler Products. The bill exempts baby and toddler products from state sales and use tax beginning January 1, 2025 and ongoing. Exempted products include:

- baby cribs, playpens, and play yards;
- baby strollers;
- baby safety gates;
- cabinet locks/latches and electrical socket covers;
- baby monitors;
- bicycle child carrier seats or trailers, including adaptors and accessories;
- baby exercisers, jumpers, bouncer seats, and/or swings;
- breast feeding supplies and bottles, including breast pumps;
- pacifiers or teething rings;
- baby wipes;
- changing tables or pads; and
- baby and toddler clothing.

Baby food and diapers are already exempt from the state sales tax base under existing law and are therefore not included among exempted items in this bill.

Back-to-School Tax Holiday. The bill creates a back-to-school tax holiday, which applies for two two-week periods beginning January 1, 2025, and July 24, 2025. During the tax holiday, back-to-school items sold for use by minors are exempted from the state sales tax. Exempted items are limited by cost as follows:

- clothing and school bags up to \$100 per item;
- school supplies up to \$50 per item,
- learning aids up to \$30 per item, and
- personal computers and accessories up to \$1,500 per item.

Application to local governments. The sales tax exemptions in the bill are not applied to county, municipal, and most special district governments by default; however, these governments may choose to include the exemptions in local ordinances.

Background

The state of Colorado does not administer any state sales tax holidays under current law. In 2023, 19 states had at least one sales tax holiday. Of those states with at least one sales tax holiday, 18 of them administered a sales tax holiday for clothing and/or school supplies. Of the back-to-school sales tax holidays administered in other states, most but not all last between two to four days and occur on an annual basis every August.

Assumptions

Baby and Toddler Products. The fiscal note estimates an average of \$980 in annual expenditures per baby and toddler that would be exempt from state sales tax under this bill. Expected exempt expenditures are higher for babies and lower for toddlers due to the proportion of exempt items that would be purchased for a baby versus a toddler. Baby and toddler clothing exemptions are expected to decrease state revenue by \$8 million per year. It is assumed that 7.8 percent of retail sales for family clothing stores and shoe stores are for babies and toddlers clothing, derived from 2022 state demographer population data by age. All other exempted baby products are expected to reduce state revenue by \$3 million per year. In total, the exempt baby and toddler products are estimated to generate \$381 million in annual retail sales, generating \$11 million in General Fund revenue when taxed at the 2.9 percent state sales and use tax rate.

Back-to-School Sales Tax Holiday. The fiscal note estimates the tax holiday will reduce 2025 General Fund revenue by \$9 million total, including \$5 million for exempt clothing and bags, \$1.9 million for school supplies, \$0.7 million for learning aids, and \$1.4 million for personal computers and accessories. Exempt revenue from clothing retail sales are estimated similarly to baby and toddler clothing estimates. Retail sales for learning aids are assumed to be 10 percent of retail sales in hobby, toy, and game stores. Retail sales on personal computers and accessories as a proportion of total Colorado electronics retail sales is assumed to be similar to the national share. All other exempt school supplies are assumed to cost about \$70 per student, averaging \$35 per tax holiday period. Student enrollment estimates come from the Legislative Council Staff (LCS) December 2023 forecast.

State Revenue

The bill is estimated to decrease General Fund revenue by \$10.0 million in FY 2024-25, \$15.6 million in FY 2025-26, and \$11.1 million in FY 2026-27 and ongoing. Sales and use tax revenue is subject to TABOR.

Of the amounts described above, the sales and use tax exemption for baby and toddler products is expected to decrease General Fund revenue by \$11.1 million per year, with a half-year impact in FY 2024-25 due to the January 1, 2025 implementation date. Revenue impacts will change with the baby and toddler population, plus inflation.

The back-to-school tax holiday is estimated to decrease General Fund revenue by \$9 million in total in calendar year 2025, with the impact split evenly between two tax holiday periods in two different fiscal years—FY 2024-25 and FY 2025-26.

State Expenditures

The bill increases state expenditures by about \$143,000 in FY 2024-25 and \$73,000 in FY 2025-26. These costs, which are paid from the General Fund, are summarized in Table 2 and discussed below.

Table 2
Expenditures Under HB 24-1027

	FY 2024-25	FY 2025-26
Department of Revenue		
Personal Services	\$64,983	\$49,945
Operating Expenses	\$1,408	\$1,152
Capital Outlay Costs	\$6,670	-
Office of Research and Analysis	\$7,392	\$7,328
GenTax Programming and Testing	\$43,720	-
Centrally Appropriated Costs ¹	\$18,742	\$15,033
Total Cost	\$142,915	\$73,458
Total FTE	1.1 FTE	0.9 FTE

¹ Centrally appropriated costs are not included in the bill's appropriation.

- **Tax examiners.** The bill requires 1.1 FTE in FY 2024-25 and 0.9 total FTE in FY 2025-26 for Department of Revenue staff to administer the back-to-school tax holiday. The fiscal notes assume that personnel will start in the fall of 2024 after the bill becomes law, and will continue through June 2026.

The back-to-school tax holiday is expected to affect over 200,000 monthly sales tax returns, driving outreach and implementation workload for DOR to review impacted sales tax returns, respond to increased call center volume associated with the exemption, and manually review sales tax refund requests from taxpayers who end up paying sales tax at retailers that still collected sales tax at the point of sale during the sales tax holiday.

The fiscal note estimates the back-to-school sales tax holiday may result in around 1,300 refund claims, assuming that refund claims from the sales tax holiday will occur in lower frequency and dollar amount than the average sales tax refund claim. To the extent that refund claims are filed above the fiscal note estimate, DOR may need additional resources to review the refund claims. These would be requested through the annual budget process.

- **Office of Research and Analysis.** The Office of Research and Analysis within the Department of Revenue will perform 231 hours of work at a rate of \$32 per hour in FY 2024-25, and 228 hours of work in future years, to update database fields and conduct ongoing reporting.

- **GenTax Programming and Other Costs.** It is assumed that the tax exemptions will be reported in a new line on sales tax return form; therefore, the tax exemptions require programming to add the new line. This includes \$18,450 in GenTax programming costs, \$17,500 in development and testing in support of the GenTax programming, and \$7,680 in business and user acceptance testing following the GenTax programming in FY 2024-25 only.

Centrally appropriated costs. Pursuant to a Joint Budget Committee policy, certain costs associated with this bill are addressed through the annual budget process and centrally appropriated in the Long Bill or supplemental appropriations bills, rather than in this bill. These costs, which include employee insurance and supplemental employee retirement payments, are shown in Table 1.

Other Budget Impacts

TABOR Refunds. The bill is expected to decrease the amount of state revenue required to be refunded to taxpayers by the amounts shown in the State Revenue section above. This estimate assumes the December 2023 LCS revenue forecast. A forecast of state revenue subject to TABOR is not available beyond FY 2025-26. Because TABOR refunds are paid from the General Fund, decreased General Fund revenue will lower the TABOR refund obligation, but result in no net change to the amount of General Fund otherwise available to spend or save.

General Fund Reserve. Under current law, an amount equal to 15 percent of General Fund appropriations must be set aside in the General Fund statutory reserve beginning in FY 2024-25. Based on this fiscal note, the bill is expected to increase the amount of General Fund held in the reserve by the amounts shown in Table 1, which decreases the amount of General Fund available for other purposes.

Local Government

The bill will decrease sales and use tax revenue for the state-collected local governments that incorporate the exemption and conform to the state tax base. The bill allows special districts and state-collected city and county governments to include the exemption in their sales tax base, but does not require them to do so.

The Regional Transportation District (RTD) and Scientific and Cultural Facilities District (SCFD) are the two special districts that use the state's sales tax base in all instances, and the exemptions in the bill would apply to those districts. Therefore, the bill will decrease revenue for RTD and SCFD. Based on the amount of sales and use tax revenue collected in these special districts compared to that for the state, decreased revenue is estimated as follows:

- RTD – The bill will reduce revenue to RTD by an estimated \$2.0 million in FY 2024-25, \$3.2 million in FY 2025-26, and \$2.2 million in FY 2026-27 and subsequent years.
- SCFD – The bill will reduce revenue to SCFD by an estimated \$204,000 in FY 2024-25, \$317,000 in FY 2025-26, and \$225,000 in FY 2026-27 and subsequent years.

Effective Date

The bill takes effect 90 days following adjournment of the General Assembly sine die, assuming no referendum petition is filed.

State Appropriations

For FY 2024-25, the bill requires a General Fund appropriation of \$124,173 to the Department of Revenue, and 1.1 FTE.

State and Local Government Contacts

State Auditor	Revenue	Local Affairs
Regional Transportation District	Special Districts	Counties
Municipalities		

The revenue and expenditure impacts in this fiscal note represent changes from current law under the bill for each fiscal year. For additional information about fiscal notes, please visit the [General Assembly website](#).



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION SUPPORTING COLORADO HB24-1237 – PROGRAMS
FOR THE DEVELOPMENT OF CHILD CARE FACILITIES AND URGING
THE STATE LEGISLATURE TO ENACT THE SAME

SUMMARY:

Attached is a Resolution in support of Colorado HB24-1237 – Programs for the Development of Child Care Facilities.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Colorado HB24-1237 was introduced in the Colorado House of Representatives on February 12, 2024, and is set to be heard by the Transportation, Housing & Local Government Committee on March 6, 2024. The bill creates 3 new programs to be implemented and administered by the division of housing in the department of local affairs division. The 3 programs to be created are: the child care facility development toolkit and technical assistance program, the child care facility development planning grant program, and the child care facility development capital grant program. Each program will be available for 4 years. For each program, collaboration between the division and the department of early childhood is required for the policies the division develops and adopts to implement the programs. Additionally, the division is required to submit an annual report regarding the programs to specified legislative committees and to the department of early childhood.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support Colorado HB24-1237.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Draft HB24-1237 Development of Child Care Facilities

RESOLUTION NO. 15538

A RESOLUTION SUPPORTING COLORADO HB24-1237 –
PROGRAMS FOR THE DEVELOPMENT OF CHILD CARE
FACILITIES AND URGING THE STATE LEGISLATURE TO
ENACT THE SAME

WHEREAS, parents or guardians with unmet child care needs are twice as likely to report poor general health and mental health as those who have adequate access to child care; and

WHEREAS, nearly one-third (30.9%) of Coloradoans who couldn't access child care for a week or more said it was because they couldn't afford it; and

WHEREAS, the median household income for the City of Pueblo is \$49,598 with 19.2% of Pueblo's population living in poverty; and

WHEREAS, one impediment to obtaining and maintaining employment, training, or education is the lack of affordable child care; and

WHEREAS, as of September 2023, there were only 120 licensed child care providers in Pueblo County; and

WHEREAS, nearly one in five (17.8%) of families in Pueblo County reported not being able to access child care when they needed it, compared to the state average of 9.0%; and

WHEREAS, there is a crucial need for quality affordable child care in the City of Pueblo; and

WHEREAS, the programs created by HB24-1237 will allow local governments to support and incentivize the development of child care facilities; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above-stated reasons, supports the passage of HB24-1237 and urges the Colorado State Legislature to enact the same.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado Senate and House of Representatives and the Governor of Colorado.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 24-0864.01 Megan McCall x4215

HOUSE BILL 24-1237

HOUSE SPONSORSHIP

Bradfield and Lukens,

SENATE SPONSORSHIP

Marchman and Rich,

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING THE CREATION OF PROGRAMS FOR THE DEVELOPMENT**
102 **OF CHILD CARE FACILITIES.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill creates 3 new programs to be implemented and administered by the division of housing in the department of local affairs (division). The division is required to adopt policies, procedures, and guidelines for each program on or before November 1, 2024. Each program will be available for 4 years. For each program, collaboration between the division and the department of early childhood is required for

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

the policies the division develops and adopts to implement the programs. Additionally, the division is required to submit an annual report regarding the programs to specified legislative committees and to the department of early childhood.

The child care facility development toolkit and technical assistance program is created to provide technical assistance from consultants and related professionals to enable interested child care providers, developers, employers, and local governments to understand the technical aspects of planning, developing, building, and co-locating child care facilities. The division must prioritize applications for projects that will meet a demonstrable need for child care in the areas of greatest need across the state and that satisfy one or more purposes of the program. The division is required to annually publish a report regarding the assistance provided under this program and the uses of such assistance by program recipients.

The child care facility development planning grant program is created to incentivize and support local governments in identifying and making regulatory updates or improvements to community planning, development, building, zoning, and other regulatory processes to support the development of child care facilities. The division must develop a menu of recommended policy or regulatory tools, and eligible recipients for the grant must intend to implement one or more of such tools off the menu or identify other local policies or programs to implement to streamline the eligible recipient's regulatory environment for the development of child care facilities. The division must publish a report that contains information regarding the amount of grants distributed and a description of recipients' use of the grants.

The child care facility development capital grant program is created to provide eligible entities, which are local governments or public-private partnerships, with money to construct, remodel, renovate, or retrofit a child care facility to meet a demonstrated need for child care in a local government's community. The state housing board within the division will be utilized by the division to review and make recommendations on grant applications. Grant recipients are required to provide a financial match. The financial match for center-based facilities is 50% and the financial match for home-based facilities is 25%. More weight is given to applications that represent geographic diversity, will serve a high percentage of families below the area's median income, commit to providing a well-compensated staff, co-locate with or repurpose facilities with other uses, plan to serve children in regions with low child care capacity, or plan to serve infants and toddlers. The division must publish a report that contains information regarding the amount of grants distributed and a description of recipients' use of the grants.

1 *Be it enacted by the General Assembly of the State of Colorado:*

1 **SECTION 1. Legislative declaration.** (1) The general assembly
2 finds and declares that:

3 (a) According to data compiled by "ReadyNation", the Colorado
4 economy loses approximately \$2.2 billion annually due to a severe
5 shortage of child care, and 51% of all Coloradans, and 53% of rural
6 Coloradans, live in a child care desert;

7 (b) Colorado's economy relies on private child care businesses to
8 support the ability of parents to participate in the workforce, and these
9 businesses struggle to cover their costs while maintaining affordability for
10 parents;

11 (c) Policies and programs that can reduce the cost of facilities for
12 child care businesses by supporting the technical planning, building,
13 construction, and development aspects of child care facility creation will
14 allow the businesses to keep their doors open and to direct funds to other
15 critical areas such as increased wages for staff;

16 (d) Coloradans who seek to build, remodel, or renovate child care
17 facilities face many challenges, and reducing or removing these barriers
18 can help to increase child care capacity in the state;

19 (e) Incentivizing community-level regulatory alignment allows
20 local governments to lead in considering and meeting the unique needs
21 of their communities. Technical assistance and an incentive-based
22 partnership approach with local governments to streamline local
23 regulations have proven to be successful strategies for supporting
24 affordable housing with the affordable housing planning grant program
25 created in House Bill 21-1271;

26 (f) Technical assistance and capital support to increase child care
27 capacity has proven to be successful through the employer-based child

1 care facility grant and employer-based child care design lab programs
2 created in Senate Bill 21-236; and

3 (g) The division of housing within the department of local affairs
4 has experience in administering the programs created in House Bill
5 21-1271 and administering grant programs that require collaboration with
6 and among local governments, developers, and housing partners and is by
7 extension equipped to assist, facilitate, and provide expert assistance in
8 reviewing proposed projects and applications for grants to support the
9 development of child care facilities.

10 **SECTION 2.** In Colorado Revised Statutes, 24-32-705, **amend**
11 (7)(c); and **add** (7)(e), (7)(f), and (7)(g) as follows:

12 **24-32-705. Functions of division.** (7) The division shall
13 administer:

14 (c) Local investments in the transformational affordable housing
15 grant program created in section 24-32-729 (2)(a); **and**

16 (e) THE CHILD CARE FACILITY DEVELOPMENT TOOLKIT AND
17 TECHNICAL ASSISTANCE PROGRAM CREATED IN SECTION 24-32-3702 (2);

18 (f) THE CHILD CARE FACILITY DEVELOPMENT PLANNING GRANT
19 PROGRAM CREATED IN SECTION 24-32-3703 (2)(a); AND

20 (g) THE CHILD CARE FACILITY DEVELOPMENT CAPITAL GRANT
21 PROGRAM CREATED IN SECTION 24-32-3704 (2)(a).

22 **SECTION 3.** In Colorado Revised Statutes, **add** part 37 to article
23 32 of title 24 as follows:

24 **PART 37**

25 **PROGRAMS FOR THE DEVELOPMENT OF**

26 **CHILD CARE FACILITIES**

27 **24-32-3701. Definitions.** AS USED IN THIS PART 37, UNLESS THE

1 CONTEXT OTHERWISE REQUIRES:

2 (1) "CHILD CARE CENTER" HAS THE SAME MEANING SET FORTH IN
3 SECTION 26.5-5-303 (3).

4 (2) "CHILD CARE FACILITY" MEANS:

5 (a) A COMMERCIAL OR RESIDENTIAL PROPERTY THAT IS EITHER A
6 NEW OR EXISTING CHILD CARE CENTER OR A NEW OR EXISTING FAMILY
7 CHILD CARE HOME AND THAT IS LICENSED OR IS SEEKING A LICENSE; OR

8 (b) A NEIGHBORHOOD YOUTH ORGANIZATION AS DEFINED IN
9 SECTION 26.5-5-303 (17).

10 (3) "DIVISION" MEANS THE DIVISION OF HOUSING CREATED IN
11 SECTION 24-32-704 (1) WITHIN THE DEPARTMENT OF LOCAL AFFAIRS.

12 (4) "FAMILY CHILD CARE HOME" HAS THE SAME MEANING SET
13 FORTH IN SECTION 26.5-5-303 (7).

14 (5) "LICENSED" HAS THE SAME MEANING AS "LICENSE" SET FORTH
15 IN SECTION 26.5-5-303 (13).

16 (6) "LOCAL GOVERNMENT" MEANS A COUNTY, A MUNICIPALITY, A
17 CITY AND COUNTY, OR A TRIBAL GOVERNMENT.

18 **24-32-3702. Child care facility development toolkit and**
19 **technical assistance program - creation - report - definitions - repeal.**

20 (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
21 REQUIRES:

22 (a) "PROGRAM" MEANS THE CHILD CARE FACILITY DEVELOPMENT
23 TOOLKIT AND TECHNICAL ASSISTANCE PROGRAM CREATED IN SUBSECTION
24 (2) OF THIS SECTION.

25 (b) "PROGRAM RECIPIENT" MEANS AN ELIGIBLE RECIPIENT OF AN
26 APPROVED APPLICATION TO RECEIVE ASSISTANCE UNDER THE PROGRAM.

27 (2) THERE IS CREATED IN THE DIVISION THE CHILD CARE FACILITY

1 DEVELOPMENT TOOLKIT AND TECHNICAL ASSISTANCE PROGRAM FOR THE
2 PURPOSES OF CREATING A TOOLKIT FOR THE DEVELOPMENT OF CHILD CARE
3 FACILITIES AND PROVIDING TECHNICAL ASSISTANCE FROM CONSULTANTS
4 AND RELATED PROFESSIONALS TO ENABLE INTERESTED CHILD CARE
5 PROVIDERS, DEVELOPERS, EMPLOYERS, AND LOCAL GOVERNMENTS TO
6 UNDERSTAND THE TECHNICAL ASPECTS OF PLANNING, DEVELOPING,
7 BUILDING, AND CO-LOCATING CHILD CARE FACILITIES.

8 (3) (a) ON OR BEFORE NOVEMBER 1, 2024, THE DIVISION SHALL
9 ADOPT POLICIES AND PROCEDURES FOR THE PROGRAM THAT, AT A
10 MINIMUM, INCLUDE:

11 (I) CRITERIA ESTABLISHING QUALIFICATIONS FOR AN ELIGIBLE
12 RECIPIENT;

13 (II) PROCEDURES AND TIMELINES FOR AN ELIGIBLE RECIPIENT TO
14 APPLY FOR ASSISTANCE UNDER THE PROGRAM;

15 (III) CRITERIA FOR DETERMINING THE AMOUNT OR NATURE OF THE
16 ASSISTANCE THAT A PROGRAM RECIPIENT RECEIVES;

17 (IV) PERFORMANCE CRITERIA FOR PROGRAM RECIPIENTS'
18 PROJECTS; AND

19 (V) REPORTING REQUIREMENTS FOR PROGRAM RECIPIENTS.

20 (b) IN EVALUATING APPLICATIONS FOR ASSISTANCE UNDER THE
21 PROGRAM, THE DIVISION SHALL PRIORITIZE PROJECTS THAT WILL, IN THE
22 DISCRETION OF THE DIVISION, MEET A DEMONSTRABLE NEED FOR CHILD
23 CARE IN THE AREAS OF GREATEST NEED ACROSS THE STATE AND WILL
24 SATISFY ONE OR MORE OF THE PURPOSES OF THE PROGRAM SET FORTH IN
25 SUBSECTION (2) OF THIS SECTION.

26 (c) THE DIVISION SHALL CONSULT WITH THE DEPARTMENT OF
27 EARLY CHILDHOOD, CREATED IN SECTION 26.5-1-104 (1), IN DEVELOPING

1 THE POLICIES AND PROCEDURES REQUIRED TO BE ADOPTED PURSUANT TO
2 SUBSECTION (3)(a) OF THIS SECTION.

3 (4) ON OR BEFORE JANUARY 1, 2026, JANUARY 1, 2027, AND
4 JANUARY 1, 2028, THE DIVISION SHALL PUBLISH A REPORT SUMMARIZING
5 THE ASSISTANCE THAT WAS APPROVED UNDER THE PROGRAM IN THE
6 PRECEDING FISCAL YEAR AND THE USES OF ASSISTANCE BY PROGRAM
7 RECIPIENTS. THE REPORT MAY CONTAIN RECOMMENDATIONS BY THE
8 DIVISION CONCERNING THE FUTURE ADMINISTRATION OF THE PROGRAM.
9 THE REPORT MUST BE SHARED WITH THE HOUSE OF REPRESENTATIVES
10 EDUCATION COMMITTEE, THE HOUSE OF REPRESENTATIVES
11 TRANSPORTATION, HOUSING, AND LOCAL GOVERNMENT COMMITTEE, THE
12 SENATE EDUCATION COMMITTEE, AND THE SENATE LOCAL GOVERNMENT
13 AND HOUSING COMMITTEE, OR THEIR SUCCESSOR COMMITTEES, AND WITH
14 THE DEPARTMENT OF EARLY CHILDHOOD, AND MUST BE POSTED ON THE
15 DIVISION'S WEBSITE.

16 (5) THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2028.

17 **24-32-3703. Child care facility development planning grant**
18 **program - created - report - definitions - repeal.** (1) AS USED IN THIS
19 SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

20 (a) "CHILD CARE DEVELOPMENT" MEANS:

21 (I) THE DEVELOPMENT OR CREATION OF A NEW CHILD CARE
22 FACILITY; OR

23 (II) REMODELING OR RETROFITTING AN EXISTING BUILDING OR
24 SPACE TO BE A CHILD CARE FACILITY.

25 (b) "ELIGIBLE RECIPIENT" MEANS A LOCAL GOVERNMENT THAT IS
26 ELIGIBLE TO RECEIVE A GRANT THROUGH THE PROGRAM.

27 (c) "PROGRAM" MEANS THE CHILD CARE FACILITY DEVELOPMENT

1 PLANNING GRANT PROGRAM THAT IS CREATED IN SUBSECTION (2)(a) OF
2 THIS SECTION.

3 (2) (a) THERE IS CREATED IN THE DIVISION THE CHILD CARE
4 FACILITY DEVELOPMENT PLANNING GRANT PROGRAM TO INCENTIVIZE AND
5 SUPPORT LOCAL GOVERNMENTS IN IDENTIFYING AND MAKING
6 REGULATORY UPDATES OR IMPROVEMENTS TO COMMUNITY PLANNING,
7 DEVELOPMENT, BUILDING, ZONING, AND OTHER REGULATORY PROCESSES
8 TO SUPPORT THE DEVELOPMENT OF CHILD CARE FACILITIES. ELIGIBLE
9 RECIPIENTS THAT INTEND TO IMPLEMENT ONE OR MORE OF THE
10 RECOMMENDED POLICY OR REGULATORY TOOLS SET FORTH IN SUBSECTION
11 (3)(c) OF THIS SECTION OR IDENTIFY OTHER LOCAL POLICIES OR PROGRAMS
12 TO IMPLEMENT TO STREAMLINE THE ELIGIBLE RECIPIENT'S REGULATORY
13 ENVIRONMENT FOR DEVELOPMENT OF CHILD CARE FACILITIES AS SET
14 FORTH IN SUBSECTION (3)(b) OF THIS SECTION AND THAT CAN BENEFIT
15 FROM ADDITIONAL FUNDING FOR IMPLEMENTATION MAY RECEIVE GRANTS
16 PURSUANT TO THE PROGRAM. GRANT MONEY MAY BE USED BY AN
17 ELIGIBLE RECIPIENT TO RETAIN CONSULTANTS OR RELATED PROFESSIONAL
18 SERVICES TO ASSESS THE CHILD CARE NEEDS OF ITS COMMUNITY,
19 INCLUDING CONSIDERATIONS OF EQUITY, OR TO MAKE CHANGES TO ITS
20 POLICIES, PROGRAMS, DEVELOPMENT REVIEW PROCESSES, LAND USE
21 CODES, AND RELATED RULES AND REGULATIONS TO PROMOTE
22 DEVELOPMENT OF CHILD CARE FACILITIES.

23 (b) IN ADMINISTERING THE PROGRAM, THE DIVISION SHALL
24 PROVIDE ASSISTANCE TO ELIGIBLE RECIPIENTS ON BEST PRACTICES AND
25 TOOLS FOR INCENTIVIZING THE DEVELOPMENT OF CHILD CARE FACILITIES.

26 (c) THE DIVISION SHALL CONSULT WITH THE DEPARTMENT OF
27 EARLY CHILDHOOD, CREATED IN SECTION 26.5-1-104 (1), IN DEVELOPING

1 THE MENU OF RECOMMENDED POLICY OR REGULATORY TOOLS PURSUANT
2 TO SUBSECTION (3) OF THIS SECTION AND THE POLICIES AND PROCEDURES
3 REQUIRED TO BE ADOPTED PURSUANT TO SUBSECTION (4)(a) OF THIS
4 SECTION.

5 (3) (a) IN CONNECTION WITH THE POLICIES, PROCEDURES, AND
6 GUIDELINES THAT THE DIVISION IS REQUIRED TO ADOPT FOR THE PROGRAM
7 PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION, THE DIVISION SHALL
8 DEVELOP A MENU OF RECOMMENDED POLICY OR REGULATORY TOOLS THAT
9 ELIGIBLE RECIPIENTS CAN ADOPT TO PROMOTE DEVELOPMENT OF CHILD
10 CARE FACILITIES WITHIN THEIR TERRITORIAL BOUNDARIES OR ACROSS
11 THEIR REGION.

12 (b) THE MENU OF RECOMMENDED POLICY OR REGULATORY TOOLS
13 THAT THE DIVISION IS REQUIRED TO DEVELOP PURSUANT TO SUBSECTION
14 (3)(a) OF THIS SECTION MUST INCLUDE KNOWN OR PROMISING BEST
15 PRACTICES. IMPLEMENTATION OF ANY RECOMMENDED POLICY OR
16 REGULATORY TOOLS IS AT THE DISCRETION OF THE ELIGIBLE RECIPIENT
17 BASED ON COMPATIBILITY WITH COMMUNITY NEEDS AND DESIRES.
18 ELIGIBLE RECIPIENTS MAY SELECT FROM THE MENU OF RECOMMENDED
19 POLICY OR REGULATORY TOOLS OR IDENTIFY OTHER LOCAL POLICIES OR
20 PROGRAMS TO STREAMLINE THE ELIGIBLE RECIPIENT'S REGULATORY
21 ENVIRONMENT FOR DEVELOPMENT OF CHILD CARE FACILITIES.

22 (c) (I) THE MENU OF RECOMMENDED POLICY OR REGULATORY
23 TOOLS DEVELOPED BY THE DIVISION PURSUANT TO THIS SUBSECTION (3)
24 MUST SET FORTH STRATEGIES TO PROMOTE DEVELOPMENT OF CHILD CARE
25 FACILITIES INCLUDING:

26 (A) THE USE OF VACANT PUBLICLY OWNED REAL PROPERTY FOR
27 CHILD CARE FACILITY DEVELOPMENT;

1 (B) EXAMINING OR REVISING LOCAL LAND USE POLICIES AND
2 REGULATIONS TO INCENTIVIZE THE DEVELOPMENT OR CREATION OF CHILD
3 CARE FACILITIES;

4 (C) CREATING A LOCAL PUBLIC FUNDING SOURCE DEDICATED TO
5 CHILD CARE FACILITIES;

6 (D) ALIGNING LOCAL RULES AND REGULATIONS, SUCH AS BUILDING
7 CODES OR ZONING CODES, WITH STATE LICENSING REQUIREMENTS; AND

8 (E) ANY OTHER STRATEGIES DETERMINED BY THE DIVISION THAT
9 MEET THE INTENT OF THE PROGRAM FOR ALIGNING AND STREAMLINING
10 THE REGULATORY ENVIRONMENT FOR CHILD CARE TO INCENTIVIZE THE
11 DEVELOPMENT OF CHILD CARE FACILITIES.

12 (II) IN ADDITION TO THE ITEMS THAT THE MENU OF RECOMMENDED
13 POLICY OR REGULATORY TOOLS MAY INCLUDE SET FORTH IN SUBSECTION
14 (3)(c)(I) OF THIS SECTION, DEVELOPMENT OF THE MENU BY THE UNIT MUST
15 ALSO ALLOW FOR THE ADOPTION BY AN ELIGIBLE RECIPIENT OF
16 ADDITIONAL POLICY OR REGULATORY TOOLS THAT PROVIDE NOVEL,
17 CREATIVE, OR INNOVATIVE INCENTIVES FOR THE DEVELOPMENT OF CHILD
18 CARE FACILITIES.

19 (4) (a) ON OR BEFORE SEPTEMBER 1, 2024, THE DIVISION SHALL
20 ADOPT POLICIES, PROCEDURES, AND GUIDELINES FOR THE PROGRAM,
21 INCLUDING:

22 (I) PROCEDURES AND TIMELINES FOR LOCAL GOVERNMENTS TO
23 APPLY FOR GRANTS;

24 (II) CRITERIA FOR EVALUATING APPLICATIONS FOR APPROVAL AND
25 THE AMOUNT OF GRANTS;

26 (III) PERFORMANCE CRITERIA FOR ELIGIBLE RECIPIENTS; AND

27 (IV) REPORTING REQUIREMENTS FOR ELIGIBLE RECIPIENTS.

1 (b) EVALUATION CRITERIA ESTABLISHED PURSUANT TO THIS
2 SUBSECTION (4) MUST INCLUDE FAVORABLE CONSIDERATION FOR
3 APPLICATIONS IN WHICH THE LOCAL GOVERNMENT DEMONSTRATES
4 INTEREST IN EVALUATING AND IMPLEMENTING ONE OR MORE OF THE
5 RECOMMENDED POLICY OR REGULATORY TOOLS SET FORTH IN SUBSECTION
6 (3)(c)(I) OF THIS SECTION AND, THE MORE RECOMMENDED POLICY OR
7 REGULATORY TOOLS THE APPLICANT DEMONSTRATES AN INTEREST IN
8 EVALUATING AND IMPLEMENTING, THE MORE WEIGHT THE APPLICATION IS
9 GIVEN.

10 (c) THE DIVISION HAS SOLE DISCRETION IN DETERMINING THE
11 AMOUNT OF GRANTS AND ANY RESTRICTIONS OR CONDITIONS ON THE USE
12 OF GRANTS BY ELIGIBLE RECIPIENTS IN ACCORDANCE WITH THE
13 PROVISIONS OF THIS SECTION.

14 (5) ON OR BEFORE JANUARY 1, 2026, JANUARY 1, 2027, AND
15 JANUARY 1, 2028, THE DIVISION SHALL PUBLISH A REPORT THAT
16 SUMMARIZES THE USE OF ALL GRANTS FROM THE PROGRAM IN THE
17 PRECEDING FISCAL YEAR. THE REPORT MUST INCLUDE THE AMOUNT OF
18 GRANTS DISTRIBUTED TO ELIGIBLE RECIPIENTS AND A DESCRIPTION OF
19 EACH ELIGIBLE RECIPIENT'S USE OF THE GRANT. THE REPORT MAY CONTAIN
20 RECOMMENDATIONS OF THE DIVISION FOR FUTURE ADMINISTRATION OF
21 THE PROGRAM. THE REPORT MUST BE SHARED WITH THE HOUSE OF
22 REPRESENTATIVES EDUCATION COMMITTEE, THE HOUSE OF
23 REPRESENTATIVES TRANSPORTATION, HOUSING, AND LOCAL GOVERNMENT
24 COMMITTEE, THE SENATE EDUCATION COMMITTEE, AND THE SENATE
25 LOCAL GOVERNMENT AND HOUSING COMMITTEE, OR THEIR SUCCESSOR
26 COMMITTEES, AND WITH THE DEPARTMENT OF EARLY CHILDHOOD, AND
27 MUST BE POSTED ON THE DIVISION'S WEBSITE.

1 (6) THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2028.

2 **24-32-3704. Child care facility development capital grant**
3 **program - creation - report - definitions - repeal.** (1) AS USED IN THIS
4 SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

5 (a) "ELIGIBLE ENTITY" MEANS A LOCAL GOVERNMENT OR
6 PUBLIC-PRIVATE PARTNERSHIP THAT IS ELIGIBLE TO RECEIVE A GRANT
7 THROUGH THE PROGRAM.

8 (b) "PRIVATE PARTNER" HAS THE SAME MEANING AS SET FORTH IN
9 SECTION 24-94-102 (6).

10 (c) "PROGRAM" MEANS THE CHILD CARE FACILITY DEVELOPMENT
11 CAPITAL GRANT PROGRAM CREATED IN SUBSECTION (2) OF THIS SECTION.

12 (d) "PUBLIC-PRIVATE PARTNERSHIP" MEANS AN AGREEMENT
13 BETWEEN A LOCAL GOVERNMENT AND ONE OR MORE PRIVATE PARTNERS
14 IN WHICH A LOCAL GOVERNMENT AND A PRIVATE PARTNER HAVE ENTERED
15 INTO AN AGREEMENT TO PARTNER ON A PROJECT. THE PARTNERSHIP MAY
16 BE FINANCIAL, OPERATIONAL, OR OTHERWISE DEFINED IN THE AGREEMENT
17 BETWEEN THE PUBLIC AND PRIVATE PARTNERS.

18 (2) (a) THERE IS CREATED IN THE DIVISION A CHILD CARE FACILITY
19 DEVELOPMENT CAPITAL GRANT PROGRAM TO PROVIDE ELIGIBLE ENTITIES
20 MONEY TO CONSTRUCT, REMODEL, RENOVATE, OR RETROFIT A CHILD CARE
21 FACILITY TO MEET A DEMONSTRABLE NEED FOR CHILD CARE IN THE LOCAL
22 GOVERNMENT'S COMMUNITY.

23 (b) THE DIVISION SHALL UTILIZE THE STATE HOUSING BOARD
24 CREATED IN SECTION 24-32-706 (1) TO REVIEW AND MAKE
25 RECOMMENDATIONS ON GRANT APPLICATIONS.

26 (3) (a) ON OR BEFORE SEPTEMBER 1, 2024, THE UNIT SHALL ADOPT
27 POLICIES, PROCEDURES, AND GUIDELINES IN ACCORDANCE WITH THE

1 PROVISIONS OF THIS SECTION FOR THE PROGRAM INCLUDING:

2 (I) PROCEDURES AND TIMELINES FOR AN ELIGIBLE ENTITY TO

3 APPLY FOR A GRANT;

4 (II) CRITERIA FOR EVALUATING APPLICATIONS FOR APPROVAL AND

5 THE AMOUNT OF GRANTS;

6 (III) PERFORMANCE CRITERIA FOR GRANT RECIPIENTS' PROJECTS;

7 AND

8 (IV) REPORTING REQUIREMENTS FOR GRANT RECIPIENTS.

9 (b) GRANT APPLICATIONS MUST INCLUDE AT LEAST:

10 (I) A BUSINESS PLAN THAT INCLUDES:

11 (A) A DESCRIPTION OF THE CONSTRUCTION, RENOVATION,

12 REMODELING, OR RETROFITTING OF A CHILD CARE FACILITY;

13 (B) A COMMITMENT TO PROVIDE A FINANCIAL MATCH AS SET

14 FORTH IN SUBSECTION (4) OF THIS SECTION AND A DESCRIPTION OF HOW

15 EACH PUBLIC AND PRIVATE PARTNER WILL CONTRIBUTE TO THE REQUIRED

16 MATCH;

17 (C) A DESCRIPTION OF HOW THE ELIGIBLE ENTITY WILL ADDRESS

18 THE PARTICULAR CHILD CARE NEEDS OF THE COMMUNITY, SUCH AS

19 NONTRADITIONAL-HOUR CARE OR INFANT AND TODDLER CARE FOR

20 HOUSEHOLDS WITH LOW TO MODERATE INCOME;

21 (D) A DESCRIPTION OF HOW THE ELIGIBLE ENTITY WILL SUPPORT

22 SMALL CHILD CARE BUSINESS OWNERS AND OPERATORS, INCLUDING

23 WOMEN AND POPULATIONS WITH LIMITED ACCESS TO OPPORTUNITY AND

24 RESOURCES;

25 (E) A DESCRIPTION OF HOW THE ELIGIBLE ENTITY WILL

26 FINANCIALLY SUSTAIN THE CHILD CARE FACILITY APART FROM ANY

27 ANTICIPATED GRANTS FROM THE PROGRAM;

1 (F) THE ESTIMATED TOTAL COST AND BUDGET FOR THE
2 CONSTRUCTION, RENOVATION, REMODELING, OR RETROFITTING OF THE
3 CHILD CARE FACILITY;

4 (G) A DESCRIPTION OF HOW OTHER FUNDING SOURCES ARE BEING
5 UTILIZED AND LEVERAGED TO SUPPORT THE INCLUSION OF CHILD CARE;

6 (H) IF THE ELIGIBLE ENTITY LEASES OR WILL LEASE THE SPACE TO
7 BE RENOVATED, REMODELED, RETROFITTED, OR CONSTRUCTED TO PROVIDE
8 CHILD CARE, A COPY OF THE CURRENT VALID LEASE THAT CONTAINS
9 SPECIFIC AUTHORIZATIONS FROM THE LANDLORD FOR THE PROJECT OR A
10 WRITTEN STATEMENT FROM THE LANDLORD EXPRESSLY CONSENTING TO
11 THE PROJECT;

12 (I) HOW THE PROJECT ALIGNS WITH OTHER COMMUNITY PLANNING,
13 DEVELOPMENT, OR HOUSING EFFORTS UNDERWAY IN THE COMMUNITY;

14 (J) COMMITMENT FROM THE ELIGIBLE ENTITY THAT IT WILL ACCEPT
15 THE GRANT; AND

16 (K) ANY OTHER COMPONENT THE DIVISION REQUIRES TO
17 ADEQUATELY ASSESS A GRANT APPLICATION, INCLUDING REQUIRING A
18 COMMITMENT BY THE ELIGIBLE ENTITY REGARDING THE DURATION FOR
19 WHICH THE ELIGIBLE ENTITY INTENDS TO OCCUPY THE PHYSICAL LOCATION
20 OF THE PROJECT; AND

21 (II) AN AFFIDAVIT THAT THE ELIGIBLE ENTITY HAS OBTAINED A
22 CHILD CARE LICENSE OR WILL OBTAIN A CHILD CARE LICENSE WITH
23 INFORMATION REGARDING THE TIMING AND STATUS OF OBTAINING THE
24 CHILD CARE LICENSE.

25 (c) THE DIVISION SHALL GIVE MORE WEIGHT TO APPLICATIONS
26 THAT:

27 (I) REPRESENT GEOGRAPHIC DIVERSITY;

1 (II) WILL SERVE A HIGH PERCENTAGE OF FAMILIES BELOW THE
2 AREA'S MEDIAN INCOME;

3 (III) INCLUDE A STATED COMMITMENT TO AND A BUSINESS PLAN
4 FOR A WELL-COMPENSATED CHILD CARE STAFF;

5 (IV) CO-LOCATE WITH OR REPURPOSE FACILITIES WITH OTHER
6 USES, SUCH AS AFFORDABLE HOUSING DEVELOPMENTS, MIXED-USE OR
7 MIXED-COMMERCIAL BUILDINGS, OR CHURCHES;

8 (V) INCLUDE A PLAN TO SERVE CHILDREN IN CHILD CARE DESERTS
9 OR REGIONS WITH LOW CHILD CARE CAPACITY; OR

10 (VI) PLAN TO SERVE INFANTS AND TODDLERS.

11 (d) THE DIVISION SHALL COLLABORATE WITH THE STATE HOUSING
12 BOARD AND CONSULT WITH THE DEPARTMENT OF EARLY CHILDHOOD,
13 CREATED IN SECTION 26.5-1-104 (1), IN DEVELOPING THE POLICIES AND
14 PROCEDURES REQUIRED TO BE ADOPTED PURSUANT TO SUBSECTION (3)(a)
15 OF THIS SECTION.

16 (4) TO RECEIVE A GRANT, ELIGIBLE ENTITIES SHALL PROVIDE A
17 FINANCIAL MATCH WHICH MAY BE FUNDED BY THE ELIGIBLE ENTITY OR
18 FROM CONTRIBUTIONS FROM OTHER PUBLIC OR PRIVATE ENTITIES AS
19 FOLLOWS:

20 (a) A DEVELOPMENT PROJECT FOR A CENTER-BASED FACILITY
21 SHALL PROVIDE A FIFTY PERCENT MATCH; AND

22 (b) A DEVELOPMENT PROJECT FOR A HOME-BASED FACILITY SHALL
23 PROVIDE A TWENTY-FIVE PERCENT MATCH.

24 (5) ON OR BEFORE JANUARY 1, 2026, JANUARY 1, 2027, AND
25 JANUARY 1, 2028, THE DIVISION SHALL PUBLISH A REPORT SUMMARIZING
26 THE USE OF GRANTS IN THE PRECEDING YEAR. THE REPORT MUST SPECIFY
27 THE AMOUNT OF GRANTS DISTRIBUTED TO RECIPIENTS AND PROVIDE A

1 DESCRIPTION OF EACH RECIPIENT'S USE OF THE GRANT. THE REPORT MAY
2 INCLUDE RECOMMENDATIONS FOR THE FUTURE ADMINISTRATION OF THE
3 PROGRAM. THE REPORT MUST BE SHARED WITH THE HOUSE OF
4 REPRESENTATIVES EDUCATION COMMITTEE, THE HOUSE OF
5 REPRESENTATIVES TRANSPORTATION, HOUSING, AND LOCAL GOVERNMENT
6 COMMITTEE, THE SENATE EDUCATION COMMITTEE, AND THE SENATE
7 LOCAL GOVERNMENT AND HOUSING COMMITTEE, OR THEIR SUCCESSOR
8 COMMITTEES, AND WITH THE DEPARTMENT OF EARLY CHILDHOOD, AND
9 MUST BE POSTED ON THE DIVISION'S WEBSITE.

10 (6) THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2028.

11 **SECTION 4.** In Colorado Revised Statutes, 24-32-707, **add** (4)
12 as follows:

13 **24-32-707. Powers of board.** (4) THE BOARD SHALL ALSO
14 REVIEW AND MAKE RECOMMENDATIONS ON GRANT APPLICATIONS
15 SUBMITTED FOR THE CHILD CARE FACILITY DEVELOPMENT CAPITAL GRANT
16 PROGRAM CREATED IN SECTION 24-32-3704 (2)(a) IN ACCORDANCE WITH
17 THE PROVISIONS SET FORTH IN SECTION 24-32-3704.

18 **SECTION 5. Act subject to petition - effective date.** This act
19 takes effect at 12:01 a.m. on the day following the expiration of the
20 ninety-day period after final adjournment of the general assembly; except
21 that, if a referendum petition is filed pursuant to section 1 (3) of article V
22 of the state constitution against this act or an item, section, or part of this
23 act within such period, then the act, item, section, or part will not take
24 effect unless approved by the people at the general election to be held in
25 November 2024 and, in such case, will take effect on the date of the
26 official declaration of the vote thereon by the governor.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION SUPPORTING COLORADO HB24-1223 - IMPROVED ACCESS TO THE CHILD CARE ASSISTANCE PROGRAM AND URGING THE STATE LEGISLATURE TO ENACT THE SAME

SUMMARY:

Attached is a Resolution in support of Colorado HB24-1223 Improved Access to Child Care Assistance.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Colorado HB24-1223 was introduced in the Colorado House of Representatives on February 7, 2024, and is set to be heard by the Health and Human Services Committee on March 12, 2024. The bill overhauls the current Colorado Child Care Assistance Program (CCCAP). CCCAP helps families that are homeless, working, searching for work or in school find and pay for child care assistance. The proposed bill simplifies the application process and allows for more families to be served by the program.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support Colorado HB24-1223.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Draft HB24-1223 CCCAP

RESOLUTION NO. 15539

A RESOLUTION SUPPORTING COLORADO HB24-1223 -
IMPROVED ACCESS TO THE CHILD CARE ASSISTANCE
PROGRAM AND URGING THE STATE LEGISLATURE TO
ENACT THE SAME

WHEREAS, parents or guardians with unmet child care needs are twice as likely to report poor general health and mental health as those who have adequate access to child care; and

WHEREAS, nearly one-third (30.9%) of Coloradoans who couldn't access child care for a week or more said it was because they couldn't afford it; and

WHEREAS, infant care in Colorado costs is one of the biggest expenses families face costing on average \$15,325 per year, more than average annual rent (\$13,829) or in-state tuition for a four-year public college (\$9,540); and

WHEREAS, the median household income for the City of Pueblo is \$49,598 with 19.2% of Pueblo's population living in poverty; and

WHEREAS, one impediment to obtaining and maintaining employment, training, or education is the lack of affordable child care; and

WHEREAS, as of September 2023, there were 120 licensed child care providers in Pueblo County 53 of which accept CCCAP and 10 that are rated "high quality."

WHEREAS, nearly one in five (17.8%) of families in Pueblo County reported not being able to access child care when they needed it, compared to the state average of 9.0%; and

WHEREAS, there is a crucial need for quality affordable child care in the City of Pueblo;
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above-stated reasons, supports the passage of HB24-1223 and urges the Colorado State Legislature to enact the same.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado Senate and House of Representatives and the Governor of Colorado.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 24-0503.01 Michael Dohr x4347

HOUSE BILL 24-1223

HOUSE SPONSORSHIP

Willford and Garcia,

SENATE SPONSORSHIP

Cutter,

House Committees
Health & Human Services

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING THE IMPROVEMENT OF PROGRAMS THAT BENEFIT**
102 **WORKING FAMILIES.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill overhauls the Colorado child care assistance program (CCCAP). The bill simplifies the application process by:

- Creating a universal application;
- Limiting the application information to only what is necessary to determine eligibility;
- Prohibiting counties from adding additional eligibility

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

- requirements; and
- When applying for redetermination, requiring the recipients to provide only information that has changed.

The bill creates presumptive eligibility for 90 days when basic federal requirements are met that are verified through self-attestation. Income qualifications are changed to correspond with universal preschool program requirements. A county may exclude state and federal assistance program income eligibility guidelines in eligibility determinations.

An employee of a child care provider may apply to the CCCAP and be granted full benefits for children from 6 weeks of age to 13 years of age, regardless of the employee's income.

The bill directs that child care providers be paid based on enrollment and not on attendance and be paid a weekly rate in advance. Employers are permitted to cover copayments, and copayments are limited to 7% of a family's income. The bill authorizes grants and contracts for underserved populations.

The bill lists the crimes that disqualify a child care provider from becoming qualified as license-exempt. Family child care home providers are included as eligible providers.

A CCCAP recipient is required to engage in an eligible activity to receive benefits. The bill includes substance use disorder treatment programs, job training, and education activities as eligible activities.

The department of early childhood education (department) is directed to evaluate the costs and benefits of a statewide reimbursement process.

The bill directs the department to administer the child and adult care food program (CACFP). A participant's eligibility for CACFP must not be based on being qualified as exempt in CCCAP. The department shall develop, implement, and oversee an alternative eligibility process for participation in CACFP that is specifically tailored for license-exempt family, friend, or neighbor providers.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.** (1) The general assembly
3 finds and declares that:

4 (a) Colorado has been committed to reducing the burdens placed
5 on families seeking child care assistance and child care providers serving
6 children through the Colorado child care assistance program;

7 (b) Currently, there are too many families who need child care and

1 do not have access, and this problem is especially acute for families in
2 under-resourced neighborhoods;

3 (c) Federal funding from the American Rescue Plan Act infused
4 an unprecedented amount of money into Colorado's child care system and
5 created additional policy flexibility that provided stability and access for
6 families across the state; and

7 (d) Administrative burdens serve as unnecessary hurdles for
8 families to access the child care they need.

9 (2) Therefore, the general assembly determines it is necessary to:

10 (a) Make the recent policy changes made as a result of the
11 American Rescue Plan Act permanent;

12 (b) Simplify the application process for applying for child care
13 assistance;

14 (c) Authorize presumptive eligibility for child care assistance;

15 (d) Increase affordability of child care; and

16 (e) Improve payment practices to increase provider financial
17 stability.

18 **SECTION 2.** In Colorado Revised Statutes, 26.5-1-110, **add** (3)
19 as follows:

20 **26.5-1-110. Unified application - child care, services, and**
21 **education.** (3) A COUNTY DEPARTMENT SHALL NOT ADD ADDITIONAL
22 ELIGIBILITY OR REDETERMINATION CRITERIA OR PROCESSES, SUCH AS AN
23 INTERVIEW OR ORIENTATION, TO THE APPLICATION.

24 **SECTION 3.** In Colorado Revised Statutes, 26.5-4-103, **amend**
25 (1); and **add** (1.5) as follows:

26 **26.5-4-103. Definitions.** As used in this part 1, unless the context
27 otherwise requires:

1 (1) ~~"Child care assistance program" or "CCCAP" means the public~~
2 ~~assistance program for child care known as the Colorado child care~~
3 ~~assistance program established in this part~~ + "APPLICANT" MEANS AN
4 INDIVIDUAL OR A FAMILY WHO SUBMITS AN APPLICATION TO THE
5 COLORADO CHILD CARE ASSISTANCE PROGRAM.

6 (1.5) "CHILD CARE ASSISTANCE PROGRAM" OR "CCCAP" MEANS
7 THE PUBLIC ASSISTANCE PROGRAM FOR CHILD CARE KNOWN AS THE
8 COLORADO CHILD CARE ASSISTANCE PROGRAM ESTABLISHED IN THIS PART
9 1.

10 **SECTION 4.** In Colorado Revised Statutes, 26.5-4-106, **amend**
11 (1)(b), (1)(c) introductory portion, (1)(c)(II), (2)(a), and (2)(c); and **add**
12 (1)(d), (1.5), and (6) as follows:

13 **26.5-4-106. Applications for child care assistance -**
14 **applications for child care employees - verification - award - not**
15 **assignable - limitation - rules.** (1) (b) The department rules ~~may~~ MUST
16 provide for a simplified STATEWIDE UNIVERSAL application ~~in order that~~
17 so child care assistance may be furnished to eligible persons as soon as
18 possible and ~~shall~~ MUST provide adequate safeguards and controls to
19 ensure that only eligible persons receive child care assistance ~~under~~
20 PURSUANT TO this part 1. THE APPLICATION MUST SPECIFY INCOME
21 ELIGIBILITY LEVELS BY INCOME PERCENTAGE AND BY MONTHLY INCOME
22 FOR FAMILIES TO USE BEFORE APPLYING. The unified application ~~that the~~
23 DEVELOPED BY THE department ~~develops~~ pursuant to section 26.5-1-110
24 must at some point include application for child care assistance through
25 CCCAP.

26 (c) A person seeking child care assistance ~~must~~ SHALL submit an
27 application in accordance with department rule, and the department shall

1 ensure that the application is routed to the applicant's county of residence.
2 EARLY CARE AND EDUCATION PROVIDERS AND EMPLOYEES OF EARLY CARE
3 AND EDUCATION PROVIDERS WHO ARE SEEKING CHILD CARE ASSISTANCE
4 SHALL ALSO SUBMIT AN APPLICATION INDICATING THEIR ELIGIBILITY AS A
5 PROVIDER IN ACCORDANCE WITH SUBSECTION (1.5) OF THIS SECTION. An
6 application for child care assistance must:

7 (II) ~~Include the name, age, and residence of the applicant and a~~
8 ~~statement of the amount of property, both real and personal, in which the~~
9 ~~applicant has an interest and of all income the applicant may have at the~~
10 ~~time of the filing of the application~~ THE APPLICANT'S CURRENT
11 RESIDENCY; THE AGE AND IDENTITY OF THE CHILD OR CHILDREN FOR
12 WHOM CARE IS REQUESTED; LOW-INCOME ELIGIBLE ACTIVITY; INCOME;
13 SCHEDULE, IF NONTRADITIONAL-CARE HOURS ARE REQUESTED AT THE
14 TIME OF APPLICATION OR REDETERMINATION; INCAPACITATION, IF
15 APPLICABLE; and such other information as may be required by
16 department rule ~~and~~ THAT IS NECESSARY TO DETERMINE ELIGIBILITY. THE
17 DEPARTMENT SHALL NOT REQUEST THAT THE APPLICANT PROVIDE
18 IMMUNIZATION HISTORY OR CHILD CARE PROVIDER PREFERENCES, EXCEPT
19 WHEN UTILIZING A QUALIFIED LICENSE-EXEMPT PROVIDER. CUSTODY
20 ARRANGEMENTS SHALL NOT BE INCLUDED ON THE APPLICATION OR
21 OTHERWISE COLLECTED TO DETERMINE ELIGIBILITY FOR CCCAP.

22 (d) A COUNTY DEPARTMENT SHALL NOT ADD ADDITIONAL
23 ELIGIBILITY OR REDETERMINATION CRITERIA OR PROCESSES, SUCH AS AN
24 INTERVIEW OR ORIENTATION, TO THE APPLICATION.

25 (1.5) (a) THE DEPARTMENT SHALL INCLUDE A QUESTION ON THE
26 APPLICATION FOR SELF-ATTESTATION BY EARLY CARE AND EDUCATION
27 PROVIDERS AND EMPLOYEES OF EARLY CARE AND EDUCATION PROVIDERS.

1 (b) IF THE DEPARTMENT VERIFIES THAT THE APPLICANT IS AN
2 EARLY CARE AND EDUCATION PROVIDER OR AN EMPLOYEE OF A EARLY
3 CARE AND EDUCATION PROVIDER, THE DEPARTMENT SHALL PROVIDE FULL
4 CHILD CARE ASSISTANCE THROUGH CCCAP TO THE APPLICANT FOR ANY
5 CHILD FROM SIX WEEKS OF AGE TO THIRTEEN YEARS OF AGE AS LONG AS
6 THE APPLICANT REMAINS EMPLOYED WITH A PROVIDER.

7 (c) THE DEPARTMENT SHALL DETERMINE WHETHER AN EARLY
8 CARE AND EDUCATION PROVIDER OR EMPLOYEES OF EARLY CARE AND
9 EDUCATION PROVIDERS ARE ELIGIBLE FOR CCCAP UNDER FEDERAL
10 ELIGIBILITY GUIDELINES. FOR EARLY CARE AND EDUCATION PROVIDERS OR
11 EMPLOYEES OF EARLY CARE AND EDUCATION PROVIDERS THAT ARE NOT
12 ELIGIBLE BASED ON FEDERAL ELIGIBILITY GUIDELINES, ONLY STATE AND
13 LOCAL FUNDING MAY BE USED TO PROVIDE FULL CHILD CARE ASSISTANCE
14 TO THE APPLICANT FOR ANY CHILD FROM SIX WEEKS TO THIRTEEN YEARS
15 OF AGE.

16 (2)(a) When a county department receives an application for child
17 care assistance, it shall promptly make a record concerning the
18 circumstances of the applicant to verify the facts supporting the
19 application and shall examine all pertinent records. ~~and shall make a~~
20 ~~diligent effort to examine all records prior to granting assistance.~~ The
21 county department shall also verify ~~such~~ ANY other information ~~as may~~
22 ~~be~~ required by department rule.

23 (c) ~~If the information is reasonably available,~~ The county
24 department shall ~~complete~~ PRESUME ELIGIBILITY FOR ALL APPLICANTS
25 THROUGH SELF-ATTESTATION IF APPLICANTS ARE IN AN ELIGIBLE ACTIVITY
26 AND INCOME-ELIGIBLE. THE COUNTY SHALL APPROVE OR CONTINUE CHILD
27 CARE ASSISTANCE WHILE COMPLETING the verification ~~before approving~~

1 ~~or continuing child care assistance~~ FOR UP TO NINETY DAYS.

2 (6) THE EXECUTIVE DIRECTOR SHALL PROMULGATE RULES FOR THE
3 IMPLEMENTATION OF THIS SECTION.

4 **SECTION 5.** In Colorado Revised Statutes, 26.5-4-107, **amend**
5 (1) as follows:

6 **26.5-4-107. Reconsideration and changes.** (1) A county
7 department shall reconsider child care assistance awarded pursuant to this
8 part 1 as frequently as and in the manner required by department rules.
9 After ~~such~~ further verification and record as the county department ~~may~~
10 ~~deem~~ DEEMS necessary or department rules may require, the amount of
11 child care assistance provided may be changed ~~or child care assistance~~
12 ~~may be~~ OR terminated, if the department or the county department finds
13 that the recipient's circumstances have altered sufficiently to warrant such
14 action or if changes in state or federal law have been made that would
15 warrant such action. A COUNTY DEPARTMENT SHALL ONLY REQUIRE AND
16 COLLECT, BY UTILIZING A PRE-POPULATED APPLICATION, ANY
17 DOCUMENTATION THAT HAS CHANGED SINCE THE RECIPIENT'S PREVIOUS
18 APPLICATION PROCESS AND THAT IS NECESSARY TO DETERMINE THE
19 RECIPIENT'S CONTINUED ELIGIBILITY.

20 **SECTION 6.** In Colorado Revised Statutes, 26.5-4-109, **add** (5)
21 as follows:

22 **26.5-4-109. Provider rates - provider recruitment - provider**
23 **disqualification.** (5) AN EARLY CARE AND EDUCATION PROVIDER IS
24 INELIGIBLE TO RECEIVE REIMBURSEMENT IF IT EMPLOYS A PERSON
25 CONVICTED OF:

- 26 (a) FELONY CHILD ABUSE, AS DESCRIBED IN SECTION 18-6-401;
27 (b) MURDER IN THE FIRST DEGREE, AS DESCRIBED IN SECTION

1 18-3-102; MURDER IN THE SECOND DEGREE, AS DESCRIBED IN SECTION
2 18-3-103; MANSLAUGHTER, AS DESCRIBED IN SECTION 18-3-104;
3 CRIMINALLY NEGLIGENT HOMICIDE, AS DESCRIBED IN SECTION 18-3-105;
4 OR VEHICULAR HOMICIDE, AS DESCRIBED IN SECTION 18-3-106;

5 (c) KIDNAPPING IN THE FIRST OR SECOND DEGREE, AS DESCRIBED
6 IN SECTIONS 18-3-301 AND 18-3-302; OR FELONY FALSE IMPRISONMENT,
7 AS DESCRIBED IN SECTION 18-3-303;

8 (d) A FELONY CRIME OF VIOLENCE ENHANCER, AS DEFINED IN
9 SECTION 18-1.3-406 (2)(a)(I), EXCLUDING THE CONVICTION OF ESCAPE;

10 (e) AN OFFENSE INVOLVING UNLAWFUL SEXUAL BEHAVIOR, AS
11 DEFINED IN SECTION 16-22-102 (9), INCLUDING SEXUAL EXPLOITATION OF
12 A CHILD, HUMAN TRAFFICKING FOR SEXUAL SERVITUDE, AND HUMAN
13 TRAFFICKING OF A MINOR FOR SEXUAL SERVITUDE;

14 (f) A FELONY, THE UNDERLYING FACTUAL BASIS OF WHICH HAS
15 BEEN FOUND BY A COURT TO INCLUDE AN ACT OF DOMESTIC VIOLENCE, AS
16 DEFINED IN SECTION 18-6-800.3 (1), WITHIN THE PRECEDING FIVE YEARS;

17 (g) A FELONY INVOLVING PHYSICAL ASSAULT, AS DESCRIBED IN
18 SECTION 18-3-202 OR 18-3-203, WITHIN THE PRECEDING FIVE YEARS;

19 (h) A PATTERN OF MISDEMEANOR CONVICTIONS RELATED TO
20 DOMESTIC VIOLENCE WITHIN THE PRECEDING FIVE YEARS; OR

21 (i) AN OFFENSE IN ANY OTHER STATE, THE ELEMENTS OF WHICH
22 ARE SUBSTANTIALLY SIMILAR TO THE ELEMENTS OF ANY ONE OF THE
23 OFFENSES DESCRIBED IN SUBSECTIONS (5)(a) TO (5)(i) OF THIS SECTION.

24 **SECTION 7.** In Colorado Revised Statutes, 26.5-4-111, **amend**
25 (1), (2)(a), (4)(a)(I), (4)(b), (4)(c), (7)(d), and (12)(a); and **add** (15) as
26 follows:

27 **26.5-4-111. Services - eligibility - assistance provided - waiting**

1 **lists - rules - exceptions from cooperating with child support**
2 **establishment.** (1) Subject to available appropriations and pursuant to
3 department rules promulgated for the implementation of this part 1, a
4 county shall provide child care assistance to a participant or any person
5 or family whose income is not more than one hundred eighty-five percent
6 of the federal poverty level. Subject to available appropriations and as
7 necessary to comply with federal law or to align eligibility across early
8 care and education programs specifically to meet the early care and
9 education, income security, and child welfare needs of similar populations
10 and as allowed by federal regulations, the executive director by rule may
11 adjust the percentage of the federal poverty level used to determine child
12 care assistance eligibility and shall revise income and verification
13 requirements that promote alignment and simplification WITH THE
14 COLORADO UNIVERSAL PRESCHOOL PROGRAM.

15 (2) (a) A county may provide child care assistance for any family
16 whose income at initial determination exceeds the requirements of
17 subsection (1) of this section but does not exceed the maximum federal
18 level for eligibility for services of eighty-five percent of the state median
19 income for a family of the same size if it is serving all eligible families
20 who have applied for CCCAP and whose income level is below that
21 requirement. A COUNTY SHALL EXCLUDE STATE AND FEDERAL ASSISTANCE
22 PROGRAM INCOME IN ELIGIBILITY DETERMINATIONS.

23 (4) (a) (I) A recipient of child care assistance through CCCAP is
24 responsible for paying a portion of the recipient's child care costs based
25 upon the recipient's income and the formula developed by department
26 rule. THE DEPARTMENT AND COUNTIES SHALL PROVIDE PARENT FEE
27 INFORMATION IN A VARIETY OF DISSEMINATION METHODS SUCH AS

1 WEBSITES, MASS MEDIA, PAPER FORMS AND BROCHURES, AND TARGETED
2 OUTREACH. THE INFORMATION MUST INCLUDE A CLEAR DEFINITION OF THE
3 PARENT FEE; HOW PARENT FEES ARE CALCULATED; PARENT FEE POLICIES,
4 SUCH AS WHEN THEY MUST BE PAID; THE PARENT FEE AND SLIDING FEE
5 SCALE; HOW PARENTS AND PROVIDERS WERE ENGAGED IN THE PROCESS
6 FOR DETERMINING THE PARENT FEE AND SLIDING FEE SCALE; AND A
7 DESCRIPTION OF HOW PARENT FEES MIGHT DIFFER BASED ON THE PROVIDER
8 THAT A FAMILY SELECTS. PARENT FEE SLIDING SCALES SHOULD BE
9 PRESENTED IN A CLEAR, ACCESSIBLE FORMAT. THE INFORMATION MUST
10 ALSO BE ACCESSIBLE IN LANGUAGES OTHER THAN ENGLISH AND SPANISH,
11 BASED ON THE POPULATIONS THE DEPARTMENT AND COUNTIES SERVE.

12 (b) The executive director by rule shall establish, and at least
13 every five years review and revise, as appropriate, a copayment schedule
14 so that the copayment gradually increases as the family income
15 approaches self-sufficiency income levels, BUT MUST BE NO GREATER
16 THAN SEVEN PERCENT OF THE FAMILY'S GROSS MONTHLY INCOME AS
17 DETERMINED BASED ON ONE MONTH OF INCOME; HOWEVER, IF A FEDERAL
18 RULE LIMITS COPAYMENTS TO LESS THAN SEVEN PERCENT OF THE FAMILY'S
19 GROSS MONTHLY INCOME, THE DEPARTMENT SHALL IMMEDIATELY COMPLY
20 WITH THE FEDERAL LIMIT. This revised copayment schedule should allow
21 families to retain a portion of their increases in income.

22 (c) A participant who is employed shall pay a portion of the
23 participant's income for child care assistance under CCCAP. The
24 participant's required copayment pursuant to the provisions of this
25 subsection (4)(c) ~~must be~~ IS determined by a formula established by
26 department rule that takes into consideration the factors set forth in
27 subsections (4)(a) and (4)(b) of this section. THE PARTICIPANT'S

1 EMPLOYER MAY PAY THE PARTICIPANT'S COPAYMENT AT THE
2 PARTICIPANT'S COPAYMENT RATE.

3 (7) (d) ~~Subject to available appropriations and~~ Pursuant to
4 department rules promulgated for the implementation of this part 1, a
5 parent who is enrolled in a postsecondary education program or a
6 workforce training program is eligible for CCCAP for at least any two
7 years of the postsecondary education or workforce training program,
8 provided all other CCCAP eligibility requirements are met during those
9 two years. On and after ~~July 1, 2023~~ JULY 1, 2024, a county may ~~only~~ NOT
10 give priority for services to a working family over a family enrolled in
11 postsecondary education or workforce training. ~~if the county does not~~
12 ~~have sufficient funding and has received approval from the department~~
13 ~~before implementing the prioritization.~~

14 (12) Each county:

15 (a) Upon notification to counties by the department that the
16 relevant case management systems, including the Colorado child care
17 automated tracking system, are capable of accommodating this subsection
18 (12)(a), and pursuant to department rules, in addition to regular provider
19 reimbursement rates, shall pay providers for care in alignment with
20 common practices in the private market for child care, INCLUDING PAYING
21 PROVIDERS A WEEKLY RATE FOR EACH CHILD BASED ON CHILD
22 ENROLLMENT IN ADVANCE OF THE PROVISION OF SERVICES. The
23 department rules governing payment policies must allow daily
24 reimbursement rates only for drop-in child care, back-up child care, and
25 care that is commonly paid on a daily reimbursement basis in the child
26 care market and must incentivize providers to promote regular program
27 attendance. THE DEPARTMENT AND COUNTY DEPARTMENTS SHALL UTILIZE

1 GRANTS AND CONTRACTS FOR UNDERSERVED POPULATIONS, INCLUDING
2 INFANTS AND TODDLERS, CHILDREN WITH DISABILITIES, AND FAMILIES
3 NEEDING NONTRADITIONAL-HOUR CARE, TO IMPROVE EQUITABLE ACCESS
4 FOR THESE POPULATIONS. THE DEPARTMENT SHALL ANNUALLY EVALUATE
5 DATA REGARDING THE NUMBERS AND PERCENTAGES OF UNDERSERVED
6 POPULATIONS BEING SERVED BY CCCAP TO DETERMINE IF EQUITABLE
7 ACCESS IS IMPROVED OR ACHIEVED. A PROVIDER MAY CHARGE A COUNTY
8 DEPARTMENT MORE THAN THE PROVIDER'S ESTABLISHED PRIVATE PAY
9 RATES. THE EXECUTIVE DIRECTOR SHALL PROMULGATE RULES FOR THE
10 IMPLEMENTATION OF THIS SUBSECTION (12).

11 (15) AN APPLICANT CAN SATISFY THE ELIGIBLE ACTIVITY CRITERIA
12 FOR UP TO ONE YEAR BY PARTICIPATING IN A SUBSTANCE USE DISORDER
13 PROGRAM THROUGH JOB TRAINING. AN APPLICANT CAN SATISFY THE
14 ELIGIBLE ACTIVITY CRITERIA THROUGH PARTICIPATING IN A JOB TRAINING
15 PROGRAM OR EDUCATIONAL TRAINING.

16 **SECTION 8.** In Colorado Revised Statutes, 26.5-4-112, **amend**
17 (1) as follows:

18 **26.5-4-112. Exemptions - requirements.** (1) ~~Notwithstanding~~
19 ~~any provision of section 26.5-4-111 to the contrary, an exempt family~~
20 ~~child care home provider, as defined in section 26.5-5-303, is not eligible~~
21 ~~to receive child care assistance money through CCCAP if the provider~~
22 ~~fails to meet the criteria established in section 26.5-5-326~~ THE
23 DEPARTMENT SHALL CREATE A PROCESS FOR AN UNLICENSED PROVIDER TO
24 SEEK LICENSE-EXEMPT STATUS AND ESTABLISHMENT AS AN ELIGIBLE
25 CCCAP PROVIDER SEPARATE AND DISTINCT FROM THE PARENT-INITIATED
26 PROCESS.

27 **SECTION 9.** In Colorado Revised Statutes, 26.5-4-115, **amend**

1 (1)(a) as follows:

2 **26.5-4-115. Performance contracts.** (1) (a) Each county, either
3 acting singly or with a group of counties, shall enter into an annual
4 performance contract with the department that identifies the county's or
5 group of counties' and the department's duties and responsibilities in
6 implementing the child care assistance program, INCLUDING QUALITY
7 CUSTOMER SERVICE TO CLIENTS. The performance contract must include,
8 but need not be limited to, requirements and provisions that address each
9 party's duties and responsibilities to work in a collaborative manner to
10 administer, financially support, and implement the child care assistance
11 program using fair and objective criteria.

12 **SECTION 10.** In Colorado Revised Statutes, **add** 26.5-4-120 as
13 follows:

14 **26.5-4-120. Statewide reimbursement evaluation.** THE
15 DEPARTMENT SHALL CONDUCT OR CONTRACT FOR AN EVALUATION
16 DETAILING THE COSTS AND BENEFITS OF IMPLEMENTING A STATE LEVEL
17 REIMBURSEMENT PROCESS. THE EVALUATION MUST BE COMPLETED AND
18 REPORTED TO THE HOUSE OF REPRESENTATIVES EDUCATION COMMITTEE
19 AND THE SENATE EDUCATION COMMITTEE, OR THEIR SUCCESSOR
20 COMMITTEES, ON OR BEFORE DECEMBER 1, 2024.

21 **SECTION 11.** In Colorado Revised Statutes, **add** part 4 to article
22 4 of title 26.5 as follows:

23 **PART 4**

24 **CHILD AND ADULT CARE FOOD PROGRAM**

25 **26.5-4-401. Child and adult care food program - eligibility for**
26 **family, friend, and neighbor providers.** (1) THE DEPARTMENT SHALL
27 ADMINISTER THE CHILD AND ADULT CARE FOOD PROGRAM.

1 (2) A PARTICIPANT'S ELIGIBILITY IN THE CHILD AND ADULT CARE
2 FOOD PROGRAM MUST NOT BE BASED ON BEING QUALIFIED AS EXEMPT IN
3 THE COLORADO CHILD CARE ASSISTANCE PROGRAM.

4 (3) THE DEPARTMENT SHALL DEVELOP, IMPLEMENT, AND OVERSEE
5 AN ALTERNATIVE ELIGIBILITY PROCESS FOR PARTICIPATION IN THE CHILD
6 AND ADULT CARE FOOD PROGRAM THAT IS SPECIFICALLY TAILORED FOR
7 LICENSE-EXEMPT FAMILY, FRIEND, OR NEIGHBOR PROVIDERS, AS
8 DESCRIBED IN SECTION 26.5-3-808. THE DEPARTMENT SHALL WORK WITH
9 THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO DEVELOP
10 GUIDELINES AND PROTOCOLS FOR THE IMPLEMENTATION OF THE
11 ALTERNATIVE ELIGIBILITY PROCESS TO ENSURE ADEQUATE OVERSIGHT
12 WITHOUT CREATING UNDUE ADMINISTRATIVE BURDENS FOR
13 LICENSE-EXEMPT FAMILY, FRIEND, OR NEIGHBOR PROVIDERS.

14 (4) THE DEPARTMENT SHALL DEFINE A SIMPLIFIED SET OF
15 ELIGIBILITY CRITERIA FOR LICENSE-EXEMPT FAMILY, FRIEND, OR NEIGHBOR
16 PROVIDERS TO ACCESS CHILD AND ADULT CARE FOOD PROGRAM BENEFITS,
17 FOCUSING ON ENSURING THE NUTRITIONAL WELL-BEING OF CHILDREN IN
18 THE PROVIDER'S CARE WHILE MINIMIZING ADMINISTRATIVE BARRIERS. THE
19 CRITERIA MAY INCLUDE:

20 (a) COMPLIANCE WITH BASIC HEALTH AND SAFETY STANDARDS;

21 (b) VERIFICATION OF BACKGROUND CHECKS FOR ADULTS IN THE
22 HOUSEHOLD INTERACTING WITH CHILDREN; AND

23 (c) ATTENDANCE AT A BRIEF ORIENTATION OR TRAINING ON
24 NUTRITION STANDARDS AND PROGRAM GUIDELINES.

25 **SECTION 12. Safety clause.** The general assembly finds,
26 determines, and declares that this act is necessary for the immediate
27 preservation of the public peace, health, or safety or for appropriations for

- 1 the support and maintenance of the departments of the state and state
- 2 institutions.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION FROM THE CITY OF PUEBLO IN SUPPORT OF
COLORADO HB24-1012 – CONCERNING THE OPERATIONAL
EFFICIENCY OF THE FRONT RANGE PASSENGER RAIL DISTRICT

SUMMARY:

Attached is a Resolution in support of Colorado HB24-1012 concerning the operational efficiency of the Front Range Passenger Rail District.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Colorado HB24-1012 was introduced in the Colorado House of Representatives on January 10, 2024, and is set to be heard by the Transportation and Energy Committee on March 4, 2024. The bill overhauls the current statutory scheme that applies to the Front Range Passenger Rail District to improve its operational efficiency so that it can better meet its mission and goals. The Front Range Passenger Rail District was created to research, study, develop, and eventually operate an intercity passenger train service along the Front Range communities of the state. The first route is intended to run from Fort Collins to Denver. Additional development will expand routes to Pueblo, and then on to New Mexico and Wyoming. The first train is expected to be operational in 10 to 15 years.

The proposed bill expands on the requirement for an annual meeting by also mandating an annual update, which may be provided by district staff, and may be provided by remote and electronic means if necessary. The bill also clarifies the beginning and end date of the terms for the appointed board members, mandates that a nonvoting advisory board member shall not participate in an executive session that concerns a matter involving the member's appointing authority, and that the board of directors shall act by a majority vote of the quorum of the voting directors, rather than a quorum of the

total membership. Finally, the bill contains a new provision so that the board may delegate its power to enter into contracts and agreements to its officers and employees as it deems appropriate.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support Colorado HB24-1012.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Draft HB24-1012 -- rail district efficiency
2. Fiscal Note to HB24-1012 -- rail district efficiency

RESOLUTION NO. 15540

A RESOLUTION FROM THE CITY OF PUEBLO IN SUPPORT
OF COLORADO HB24-1012 – CONCERNING THE
OPERATIONAL EFFICIENCY OF THE FRONT RANGE
PASSENGER RAIL DISTRICT

WHEREAS, the Front Range Passenger Rail District has as its mission the mandate to coordinate with the department of transportation to ensure that any district front range passenger rail system is well-integrated into the state's multi-model transportation system; and

WHEREAS, the bill changes the operational procedures of the District to increase its overall efficiency and maximize its responsible use and expenditure of taxpayer funds; and

WHEREAS, the City of Pueblo is supportive of the District bringing passenger rail services to the City of Pueblo; and

WHEREAS, the creation of the District will create an economical transportation method for the citizens of Pueblo, to allow them to travel to other areas of the State easily, as well as bring tourism to the City; and

WHEREAS, a passenger railway would aid congestion on I-25 and provide a more environmentally friendly transportation option for the residents of the City and State; and

WHEREAS, there is a crucial need for more transportation options in the City of Pueblo and State of Colorado; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above-stated reasons, supports the passage of HB24-1012 and urges the Colorado State Legislature to enact the same.

SECTION 2.

A copy of this Resolution will be transmitted to all members of the Colorado Senate and House of Representatives and the Governor of Colorado.

SECTION 3.

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

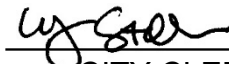
SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

REENGROSSED

*This Version Includes All Amendments
Adopted in the House of Introduction*

LLS NO. 24-0526.01 Jason Gelender x4330

HOUSE BILL 24-1012

HOUSE SPONSORSHIP

Mauro and Boesenecker, Kipp, Lindstedt, Mabrey, Brown, Clifford, Daugherty, Duran, Froelich, Hamrick, Herod, Jodeh, Joseph, Lieder, Lindsay, Marshall, Martinez, McCluskie, McCormick, McLachlan, Ortiz, Rutinel, Titone, Vigil, Woodrow

SENATE SPONSORSHIP

Zenzinger,

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING THE OPERATIONAL EFFICIENCY OF THE FRONT RANGE**
102 **PASSENGER RAIL DISTRICT.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

To improve the operational efficiency of the front range passenger rail district (district):

- **Section 1** of the bill replaces the requirement that the board of the district (board) hold annual joint meetings with the transportation commission, the board of directors of the I-70 coalition or any successor entity, and the board of

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

HOUSE
Amended 3rd Reading
February 12, 2024

HOUSE
Amended 2nd Reading
February 9, 2024

directors of the regional transportation district with a requirement that the board provide an annual update, which may be provided by district staff and may be provided electronically, to each of those entities;

- **Section 2** eliminates the requirement that board directors appointed by transportation planning organizations be confirmed by the senate; clarifies when the terms of board members begin and end; and prohibits an advisory nonvoting member of the board from participating in an executive session if the board determines that a particular matter to be discussed in the executive session concerns the appointing authority for the advisory nonvoting member and should not be discussed when the advisory nonvoting member is present;
- **Section 3** establishes that the board exercises its powers by a majority vote of a quorum of its voting directors rather than by a majority vote of a quorum of its total membership and, in conjunction with **section 4**, clarifies that the board has discretion to delegate its power to enter into contracts and agreements other than intergovernmental agreements and contracts for public-private partnerships to the officers and employees of the district; and
- **Section 5** changes the name of a state-required district plan for developing rail service to avoid potential confusion that could be caused by similarity between the current name of the plan and the name of a federally required plan.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 32-22-103, **amend**
3 (2)(d), (2)(e), and (2)(f) as follows:

4 **32-22-103. Front range passenger rail district - creation -**
5 **purpose - boundaries.** (2) The purpose of the district is to research,
6 develop, construct, operate, and maintain an interconnected passenger rail
7 system within the front range that is competitive in terms of travel time
8 for comparable trips with other modes of surface transportation. In
9 addition to a main North-South passenger rail line, the district shall, as
10 specified in this article 22:

1 (d) Coordinate with the department of transportation to ensure that
2 any district front range passenger rail system is well-integrated into the
3 state's multimodal transportation system and does not impair the
4 efficiency or safety of or otherwise adversely affect existing
5 transportation infrastructure or operations and hold at least one joint
6 meeting annually of the board and the transportation commission created
7 in section 43-1-106 (1), WHICH MEETING SHALL INCLUDE AN ANNUAL
8 UPDATE, WHICH MAY BE PROVIDED BY DISTRICT STAFF, AND MAY BE HELD
9 IN A MANNER THAT ALLOWS MEMBERS OF THE BOARD AND COMMISSION TO
10 ATTEND REMOTELY BY ELECTRONIC MEANS.

11 (e) Hold at least one joint meeting annually of the board and the
12 board of directors of the I-70 coalition, or a successor entity of the
13 coalition, WHICH MEETING SHALL INCLUDE AN ANNUAL UPDATE, WHICH
14 MAY BE PROVIDED BY DISTRICT STAFF, AND MAY BE HELD IN A MANNER
15 THAT ALLOWS MEMBERS OF THE BOARDS TO ATTEND REMOTELY BY
16 ELECTRONIC MEANS, to ensure that any district front range passenger rail
17 system interconnects with any passenger rail system that serves the
18 interstate highway 70 mountain corridor; and

19 (f) Hold at least one joint meeting annually of the board and the
20 board of directors of the regional transportation district, ~~to discuss and~~
21 ~~resolve~~ WHICH MEETING SHALL INCLUDE AN ANNUAL UPDATE, WHICH MAY
22 BE PROVIDED BY DISTRICT STAFF, AND MAY BE HELD IN A MANNER THAT
23 ALLOWS MEMBERS OF THE BOARDS TO ATTEND REMOTELY BY ELECTRONIC
24 MEANS, REGARDING operational and interconnectivity issues.

25 **SECTION 2.** In Colorado Revised Statutes, 32-22-104, **amend**
26 (1)(a)(III), (1)(b)(I) introductory portion, (1)(b)(II), and (2)(c) as follows:

27 **32-22-104. Board of directors - appointment - meetings -**

1 **compensation - conflicts of interest.** (1) The district is governed by a
2 board of directors, all of whom shall represent the residents of the district,
3 which consists of:

4 (a) (III) The governor shall make the initial appointments no later
5 than April 1, 2022, and the initial directors appointed may act as directors
6 pending their confirmation by the senate. Directors appointed by the
7 governor pursuant to this subsection (1)(a) are appointed for four-year
8 terms; except that the initial terms of three of the directors other than the
9 director who is a resident of a county, city and county, or municipality
10 through which light or commuter rail service was planned as part of the
11 voter-approved Fastracks transit expansion program of the regional
12 transportation district but has not been constructed are two years. THE
13 TERMS OF THE DIRECTORS APPOINTED PURSUANT TO THIS SUBSECTION
14 (1)(a) OTHER THAN THE DIRECTORS INITIALLY APPOINTED COMMENCE ON
15 THE LATER OF MAY 1 OF THE YEAR IN WHICH AN APPOINTMENT IS MADE OR
16 THE EFFECTIVE DATE OF THE APPOINTMENT AND RUN THROUGH THE
17 FOURTH SUCCEEDING APRIL 30. The requirement that one director be such
18 a resident expires after two four-year terms have been served by a director
19 who meets the requirement. EACH BOARD MEMBER APPOINTED PURSUANT
20 TO THIS SUBSECTION (1)(a) HOLDS OFFICE UNTIL THE MEMBER'S TERM
21 EXPIRES OR UNTIL THE GOVERNOR APPOINTS A SUCCESSOR.

22 (b) (I) Subject to the requirements of subsection (1)(b)(II) of this
23 section, ten directors appointed ~~subject to senate confirmation~~ by
24 metropolitan planning organizations and rural transportation planning
25 organizations that conduct transportation planning for state transportation
26 planning regions that include territory of the district as follows:

27 (II) A director appointed by a metropolitan planning organization

1 or a council of governments pursuant to subsection (1)(b)(I) of this
2 section must be or must have been an appointed representative to the
3 board of directors of the appointing authority and must represent or must
4 have represented a member local government of the appointing authority
5 that is wholly or partly included within the district. When appointing such
6 a director, only members of the board of directors of the appointing
7 authority who represent a member local government of the appointing
8 authority that is wholly or partly included within the district may vote on
9 the appointment. The appointing authorities for such directors shall make
10 initial appointments no later than March 1, 2022. ~~and the initial directors~~
11 ~~appointed may act as directors pending their confirmation by the senate.~~
12 Directors are appointed for four-year terms; except that the initial terms
13 of two of the directors appointed pursuant to subsection (1)(b)(I)(A) of
14 this section, one of the directors appointed by each metropolitan planning
15 organization pursuant to subsection (1)(b)(I)(B) of this section, and the
16 director appointed pursuant to subsection (1)(b)(I)(D) of this section are
17 two years. THE TERMS OF THE DIRECTORS APPOINTED PURSUANT TO THIS
18 SUBSECTION (1)(b) OTHER THAN THE DIRECTORS INITIALLY APPOINTED
19 COMMENCE ON THE LATER OF MAY 1 OF THE YEAR IN WHICH AN
20 APPOINTMENT IS MADE OR THE EFFECTIVE DATE OF THE APPOINTMENT AND
21 RUN THROUGH THE FOURTH SUCCEEDING APRIL 30. EACH BOARD MEMBER
22 APPOINTED PURSUANT TO THIS SUBSECTION (1)(b) HOLDS OFFICE UNTIL
23 THE MEMBER'S TERM EXPIRES OR UNTIL THE GOVERNOR APPOINTS A
24 SUCCESSOR. By a two-thirds vote of its members, the senate may remove
25 any member of the board appointed pursuant to subsection (1)(a) of this
26 section or this subsection (1)(b) for cause.

27 (2) (c) A majority of the voting directors of the board constitutes

1 a quorum, and, except as otherwise specifically provided in this article 22,
2 a majority of a quorum may make binding decisions for the board.
3 Advisory nonvoting members of the board may participate, in a nonvoting
4 capacity, in all board meetings, including executive SESSIONS; EXCEPT
5 THAT, AN ADVISORY NONVOTING MEMBER OF THE BOARD SHALL NOT
6 PARTICIPATE IN AN EXECUTIVE SESSION IF THE BOARD DETERMINES THAT
7 A PARTICULAR MATTER TO BE DISCUSSED IN THE EXECUTIVE SESSION, AS
8 IDENTIFIED BY THE BOARD PURSUANT TO SECTION 24-6-402 (4), CONCERNS
9 THE APPOINTING AUTHORITY FOR THE ADVISORY NONVOTING MEMBER AND
10 SHOULD NOT BE DISCUSSED WHEN THE ADVISORY NONVOTING MEMBER IS
11 PRESENT. By a two-thirds vote of the voting directors of all voting
12 directors of the board, the board may add additional advisory nonvoting
13 members to the board for either fixed terms of four years or for service at
14 the pleasure of a majority of the voting directors of the board.

15 **SECTION 3.** In Colorado Revised Statutes, 32-22-105, **amend**
16 (1)(a) introductory portion and (1)(a)(VIII) as follows:

17 **32-22-105. Board of directors - powers and duties.**

18 (1) (a) Except as otherwise specifically provided in this article 22, the
19 board, acting by a majority vote of a quorum of its ~~total membership,~~
20 VOTING DIRECTORS shall exercise and perform all powers, privileges, and
21 duties vested in or imposed upon the district pursuant to this article 22.
22 The board may delegate any of its powers to its officers and employees;
23 except that, to ensure that the public interest is represented in policy
24 decisions, the board shall not delegate any of the following:

25 (VIII) The power to enter into ~~contracts on behalf of the district,~~
26 ~~including but not limited to~~ intergovernmental agreements and contracts
27 for public-private partnerships.

1 **SECTION 4.** In Colorado Revised Statutes, 32-22-106, **add**
2 (1)(c)(I.5) as follows:

3 **32-22-106. District - general powers and duties - funds**
4 **created.** (1) In addition to any other powers granted to the district by this
5 article 22, the district has the following powers:

6 (c) (I.5) EXCEPT AS OTHERWISE PROVIDED IN SECTION 32-22-105
7 (1)(a)(VIII), THE BOARD MAY, TO THE EXTENT THAT IT DEEMS
8 APPROPRIATE, DELEGATE TO ITS OFFICERS AND EMPLOYEES ITS POWER TO
9 ENTER INTO CONTRACTS AND AGREEMENTS ON BEHALF OF THE DISTRICT.

10 **SECTION 5.** In Colorado Revised Statutes, 32-22-109, **amend**
11 (1)(a) as follows:

12 **32-22-109. Taxes, assessments, and multiple-fiscal year**
13 **borrowing - voter approval required.** (1) No action by the district to
14 establish or increase any tax and no action of the governing body of any
15 station area improvement district to establish or increase any tax or any
16 special assessment on real property authorized by this article 22 shall take
17 effect unless it is first submitted, as applicable, to a vote of the registered
18 electors of the district or of the station area improvement district in which
19 the assessment or tax is proposed to be collected. Before submitting a
20 question to establish any district tax to the registered electors of the
21 district, the district shall:

22 (a) Publish a proposed ~~service development plan, an operating~~
23 plan FOR DEVELOPING THE PASSENGER RAIL SERVICE and a detailed
24 financing plan. The ~~service development~~ plan FOR DEVELOPING THE
25 PASSENGER RAIL SERVICE must identify the route and phasing of the
26 passenger rail system to be funded by the tax. The financing plan must
27 identify committed and potential financial partners, including but not

1 limited to the regional transportation district, the federal government,
2 Amtrak, and private partners; and

3 **SECTION 6. Act subject to petition - effective date.** This act
4 takes effect at 12:01 a.m. on the day following the expiration of the
5 ninety-day period after final adjournment of the general assembly; except
6 that, if a referendum petition is filed pursuant to section 1 (3) of article V
7 of the state constitution against this act or an item, section, or part of this
8 act within such period, then the act, item, section, or part will not take
9 effect unless approved by the people at the general election to be held in
10 November 2024 and, in such case, will take effect on the date of the
11 official declaration of the vote thereon by the governor.



Fiscal Note

Drafting Number:	LLS 24-0526	Date:	January 16, 2024
Prime Sponsors:	Rep. Mauro; Boesenecker Sen. Zenzinger	Bill Status:	House Trans., Hous. & Local Govt.
		Fiscal Analyst:	Colin Gaiser 303-866-2677 colin.gaiser@coleg.gov
Bill Topic:	FRONT RANGE PASSENGER RAIL DISTRICT EFFICIENCY		
Summary of Fiscal Impact:	No fiscal impact. The bill updates the operations of the Front Range Passenger Rail District board. It is assessed as having no impact on state and local governments.		
Appropriation Summary:	No appropriation is required.		
Fiscal Note Status:	The fiscal note reflects the introduced bill.		

Summary of Legislation

The bill adjusts the operations of the board of the Front Range Passenger Rail District by:

- removing the requirement that the board hold an annual joint meeting with the Transportation Commission, the I-70 Coalition board or any successor entity, and the Regional Transportation District board, and instead requiring the board to provide an annual update to these entities, which may be provided electronically;
- eliminating the requirement that board members appointed by Transportation Planning Organizations be confirmed by the Senate;
- establishing that the board exercises its powers by a majority vote of a quorum of its voting directors rather than a majority vote of a quorum of its total membership;
- allowing the board to delegate to its officers and employees the power to enter into routine contracts for day-to-day administration of the district, other than intergovernmental agreement and contracts for public-private partnerships; and,
- changes the name of a state-required district plan for developing rail service.

Background

For more information on the Front Range Passenger Rail District board, visit the [district website](#).

Assessment of No Fiscal Impact

The bill adjusts the operations and voting protocol of the board of the Front Range Passenger Rail District. It also changes the name of a state-required district plan for developing rail service to avoid potential confusion between the plan's current name and the similar name of a federally required plan. This results in no change to state or local government revenue or expenditures. For this reason, the bill is assessed as having no fiscal impact.

Effective Date

The bill takes effect 90 days following adjournment of the General Assembly sine die, assuming no referendum petition is filed.

State and Local Government Contacts

Counties	Local Affairs	Regional Transportation District
Regulatory Agencies	Transportation	

The revenue and expenditure impacts in this fiscal note represent changes from current law under the bill for each fiscal year. For additional information about fiscal notes, please visit the [General Assembly website](#).



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION OF THE CITY OF PUEBLO IN OPPOSITION TO
ACCESSORY DWELLING UNIT PREEMPTIONS IN HB 24-1152

SUMMARY:

Attached is a Resolution opposing HB24-1252 – Accessory Dwelling Units.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Colorado HB24-1252 – Accessory Dwelling Units was introduced in the Colorado House of Representatives on January 30, 2024. The bill applies to “subject jurisdictions.” A “subject jurisdiction” is a municipality with a population of 1,000 or more and is within the area of a metropolitan planning organization. The City of Pueblo would be a subject jurisdiction and required to comply with the provisions of the statute, if enacted.

The bill requires a subject jurisdiction to allow, subject to an administrative approval process, one accessory dwelling unit as an accessory use to a single-unit detached dwelling in any part of the subject jurisdiction where the subject jurisdiction allows single-unit detached dwellings. The bill also prohibits subject jurisdictions from enacting or enforcing certain local laws that would restrict the construction or conversion of an accessory dwelling unit.

The bill also creates the accessory dwelling unit fee reduction and encouragement grant program within the division. The purpose of this grant program is for the division to provide grants to supportive jurisdictions for offsetting costs incurred in connection with developing pre-approved accessory dwelling unit plans, providing technical assistance to persons converting or constructing accessory dwelling units, or waiving or reducing accessory dwelling unit associated fees and other required costs.

To qualify as a supportive jurisdiction, a jurisdiction must submit a report to the division of local government in the department of local affairs (the division) demonstrating that the jurisdiction:

- Has complied with the accessory dwelling unit requirements the bill imposes on subject jurisdictions; and
- Has implemented one or more strategies to encourage and facilitate the construction or conversion of accessory dwelling units.

The bill grants the Colorado economic development commission the power to expend \$8 million to contract with the Colorado housing and finance authority to operate and establish the following programs to benefit the residents of supportive jurisdictions:

- An accessory dwelling unit loss reserve program that offers affordable loans for the construction or conversion of accessory dwelling units;
- A program that allows for the buying down of interest rates on loans made in connection with the construction or conversion of accessory dwelling units;
- A program that offers down payment assistance in connection with accessory dwelling units; and
- A program through which the Colorado housing and finance authority offers direct loans in connection with the construction or conversion of accessory dwelling units.

Finally, the bill prohibits a planned unit development resolution ordinance for a planned unit development from restricting the permitting of an accessory dwelling unit more than the local law that applies to accessory dwelling units outside of the planned unit development. The bill provides that any prohibition on accessory dwelling units or the implementation of restrictive design or dimension standards by a unit owners' association in a supportive jurisdiction is void as a matter of public policy.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly oppose HB24-1252.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Draft HB24-1152 Accessory Dwelling Units
2. Fiscal Note to HB24-1152 Accessory Dwelling Units

RESOLUTION NO. 15541

A RESOLUTION OF THE CITY OF PUEBLO IN OPPOSITION TO ACCESSORY DWELLING UNIT PREEMPTIONS IN HB 24-1152

WHEREAS, for a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and the people that occupy it; and

WHEREAS, House Bill 24-1152 would place a state mandate on local land use matters in certain jurisdictions and substitute the judgment of legislators and state regulators who lack the understanding needed to make the right decisions for our community; and

WHEREAS, the proposed bill will require the City of Pueblo to amend its residential zoning standards to allow accessory dwelling units (ADUs) As a “use by right” in single family zones regardless of local needs; and

WHEREAS, House Bill 24-1152’s direct preemptions and excessive restrictions will undermine the efforts that many local governments have already undertaken to allow accessory dwelling units (ADUs) with reasonable requirements crafted respond to the needs to the local community after public engagement; and

WHEREAS, House Bill 24-1152 will limit our ability to maintain reasonable zoning regulations to ensure a high quality of life and safety for our current and future residents; and

WHEREAS, the City of Pueblo shares the state’s goal of expanding housing options and is committed to provide affordable and accessible housing options; and

WHEREAS, the City of Pueblo is in the best position to determine the local needs of its community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

1. Municipalities are best suited to determine appropriate ADU zoning laws for their communities and that collaboration and cooperation – not top-down statewide mandates– are the solution to Colorado’s affordable housing problem.

2. For the reasons stated herein, the City of Pueblo opposes House Bill 24-1152 and strongly urges its legislators to vote NO on this legislation.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado Senate and House of Representatives and the Governor of Colorado.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 24-0454.03 Pierce Lively x2059

HOUSE BILL 24-1152

HOUSE SPONSORSHIP

Amabile and Weinberg,

SENATE SPONSORSHIP

Mullica and Exum,

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING INCREASING THE NUMBER OF ACCESSORY DWELLING**
102 **UNITS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Section 1 of the bill creates a series of requirements related to accessory dwelling units. The bill establishes unique requirements for subject jurisdictions and for qualifying as an accessory dwelling unit supportive jurisdiction (supportive jurisdiction).

As established in the bill, a subject jurisdiction is either:

- A municipality that has a population of 1,000 or more and

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

that is within the area of a metropolitan planning organization; or

- The portion of a county that is both within a census designated place with a population of ten thousand or more, as reported in the most recent decennial census, and within the area of a metropolitan planning organization.

The bill requires a subject jurisdiction to allow, subject to an administrative approval process, one accessory dwelling unit as an accessory use to a single-unit detached dwelling in any part of the subject jurisdiction where the subject jurisdiction allows single-unit detached dwellings. The bill also prohibits subject jurisdictions from enacting or enforcing certain local laws that would restrict the construction or conversion of an accessory dwelling unit.

In order to qualify as a supportive jurisdiction, a jurisdiction must submit a report to the division of local government in the department of local affairs (the division) demonstrating that the jurisdiction:

- Has complied with the accessory dwelling unit requirements the bill imposes on subject jurisdictions; and
- Has implemented one or more strategies to encourage and facilitate the construction or conversion of accessory dwelling units.

Section 1 also creates the accessory dwelling unit fee reduction and encouragement grant program within the division. The purpose of this grant program is for the division to provide grants to supportive jurisdictions for offsetting costs incurred in connection with developing pre-approved accessory dwelling unit plans, providing technical assistance to persons converting or constructing accessory dwelling units, or waiving or reducing accessory dwelling unit associated fees and other required costs.

Section 2 grants the Colorado economic development commission the power to expend \$8 million to contract with the Colorado housing and finance authority to operate and establish the following programs to benefit the residents of supportive jurisdictions:

- An accessory dwelling unit loss reserve program that offers affordable loans for the construction or conversion of accessory dwelling units;
- A program that allows for the buying down of interest rates on loans made in connection with the construction or conversion of accessory dwelling units;
- A program that offers down payment assistance in connection with accessory dwelling units; and
- A program through which the Colorado housing and finance authority offers direct loans in connection with the construction or conversion of accessory dwelling units.

Section 3 prohibits a planned unit development resolution or

ordinance for a planned unit development from restricting the permitting of an accessory dwelling unit more than the local law that applies to accessory dwelling units outside of the planned unit development.

Section 4 states that any prohibition on accessory dwelling units or the implementation of restrictive design or dimension standards by a unit owners' association in a supportive jurisdiction is void as a matter of public policy.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 35 to title 29 as follows:

ARTICLE 35

State Land Use Criteria For Affordable Housing

PART 1

ACCESSORY DWELLING UNITS

29-35-101. Legislative declaration. (1) (a) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES THAT:

(I) ACCESSORY DWELLING UNITS OFFER A WAY TO PROVIDE COMPACT, RELATIVELY AFFORDABLE HOUSING IN ESTABLISHED NEIGHBORHOODS WITH MINIMAL IMPACTS TO INFRASTRUCTURE AND TO SUPPLY NEW HOUSING OPPORTUNITIES WITHOUT ADDED DISPERSED LOW-DENSITY HOUSING;

(II) ACCESSORY DWELLING UNITS GENERATE RENTAL INCOME TO HELP HOMEOWNERS COVER MORTGAGE PAYMENTS OR OTHER COSTS, WHICH CAN BE IMPORTANT FOR A VARIETY OF RESIDENTS, SUCH AS OLDER HOMEOWNERS ON FIXED INCOMES AND LOW- AND MODERATE-INCOME HOMEOWNERS;

(III) ACCESSORY DWELLING UNITS PROVIDE FAMILIES WITH OPTIONS FOR INTERGENERATIONAL LIVING ARRANGEMENTS THAT ENABLE CHILD OR ELDER CARE AND AGING IN PLACE, AND A 2021 SURVEY BY THE

1 AARP FOUND THAT APPROXIMATELY SEVENTY-FIVE PERCENT OF PEOPLE
2 FIFTY YEARS OF AGE OR OLDER WANT TO STAY IN THEIR HOMES OR
3 COMMUNITIES FOR AS LONG AS THEY CAN. ACCORDING TO A 2018 STUDY
4 BY THE CENTER FOR AMERICAN PROGRESS, FIFTY-ONE PERCENT OF
5 COLORADANS LIVE IN A CHILD CARE DESERT-A COMMUNITY WHERE THERE
6 ARE NO CHILD CARE PROVIDERS OR SO FEW OPTIONS THAT THERE ARE
7 MORE THAN THREE TIMES AS MANY CHILDREN AS THERE ARE LICENSED
8 CHILD CARE SLOTS. THESE CHILD CARE DESERTS ARE SITUATED WITHIN
9 RURAL, SUBURBAN, AND URBAN COMMUNITIES AND ARE A MAJOR REASON
10 FOR WORKING PARENTS TO LEAVE THE WORKFORCE.

11 (IV) ACCESSORY DWELLING UNITS ARE OFTEN OCCUPIED AT LOW
12 TO NO RENT BY FAMILY MEMBERS, AND IF THEY ARE RENTED PRIVATELY,
13 THEIR RENTS ARE RELATIVELY AFFORDABLE BECAUSE OF THEIR SMALL
14 SIZE;

15 (V) AS COLORADO'S POPULATION AGES AND TYPICAL HOUSEHOLD
16 SIZE CONTINUES TO DECREASE, ACCESSORY DWELLING UNITS OFFER MORE
17 COMPACT HOUSING OPTIONS THAT ALIGN WITH THE STATE'S CHANGING
18 DEMOGRAPHICS, AND COLORADANS OVER SIXTY-FIVE YEARS OF AGE ARE
19 THE FASTEST-GROWING AGE COHORT IN COLORADO ACCORDING TO THE
20 STATE DEMOGRAPHY OFFICE;

21 (VI) ACCESSORY DWELLING UNITS ENABLE SENIORS TO DOWNSIZE,
22 MOVE INTO ACCESSIBLE UNITS, OR LIVE WITH FAMILY OR A CAREGIVER
23 WHILE REMAINING IN THEIR COMMUNITIES. A 2018 AARP SURVEY FOUND
24 THAT SIXTY-SEVEN PERCENT OF ADULTS WOULD CONSIDER LIVING IN AN
25 ACCESSORY DWELLING UNIT TO BE CLOSE TO SOMEONE BUT STILL HAVE A
26 SEPARATE SPACE. MOST SENIORS DO NOT LIVE IN HOMES THAT ARE
27 ACCESSIBLE, EVEN THOUGH DISABILITY IS PREVALENT AMONG THE SENIOR

1 POPULATION AND INCREASES WITH AGE. LESS THAN FOUR PERCENT OF
2 EXISTING HOUSING UNITS IN THE UNITED STATES ARE ESTIMATED TO BE
3 LIVABLE FOR PEOPLE WITH MODERATE MOBILITY DIFFICULTIES,
4 ACCORDING TO "HOUSING FOR AN AGING POPULATION" IN THE JOURNAL
5 HOUSING POLICY DEBATE.

6 (VII) RELATIVE TO DISPERSED, LOW-DENSITY DEVELOPMENT,
7 COMPACT INFILL DEVELOPMENT, INCLUDING ACCESSORY DWELLING UNIT
8 DEVELOPMENT, REDUCES WATER USE, GREENHOUSE GAS EMISSIONS,
9 INFRASTRUCTURE COSTS, AND HOUSEHOLD ENERGY AND TRANSPORTATION
10 COSTS;

11 (VIII) ACCESSORY DWELLING UNITS USE SIGNIFICANTLY LESS
12 ENERGY FOR HEATING AND COOLING THAN SINGLE-UNIT DETACHED
13 DWELLINGS BECAUSE OF THEIR SMALLER SIZE, WHICH REDUCES
14 HOUSEHOLD ENERGY COSTS AND GREENHOUSE GAS EMISSIONS.
15 ACCESSORY DWELLING UNITS CAN REDUCE LIFETIME CARBON DIOXIDE
16 EMISSIONS BY FORTY PERCENT COMPARED TO MEDIUM-SIZED
17 SINGLE-FAMILY HOMES, ACCORDING TO A REPORT FROM THE OREGON
18 DEPARTMENT OF ENVIRONMENTAL QUALITY. REDUCING EMISSIONS FROM
19 THE HOUSING SECTOR IS CRITICAL FOR MEETING THE STATE'S GREENHOUSE
20 GAS EMISSIONS TARGETS ESTABLISHED IN SECTION 25-7-102. ACCORDING
21 TO "THE CARBON FOOTPRINT OF HOUSEHOLD ENERGY USE IN THE UNITED
22 STATES" IN THE PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES,
23 REDUCING FLOOR SPACE PER CAPITA IS A CRITICAL STRATEGY TO
24 REACHING MID-CENTURY CLIMATE GOALS.

25 (IX) COMPACT INFILL DEVELOPMENT REDUCES WATER DEMAND
26 AND INFRASTRUCTURE COSTS BY USING LESS PIPING, WHICH REDUCES
27 WATER LOSS; INCLUDES LESS LANDSCAPED SPACE PER UNIT; AND MAKES

1 BETTER USE OF EXISTING INFRASTRUCTURE. COMPARED TO A SINGLE-UNIT
2 DETACHED DWELLING, ACCESSORY DWELLING UNITS USE TWENTY-TWO
3 PERCENT LESS WATER, BASED ON DATA FROM DENVER AND AURORA
4 WATER USERS ANALYZED FOR THE "COLORADO WATER AND GROWTH
5 DIALOGUE FINAL REPORT" IN 2018.

6 (X) ACCESSORY DWELLING UNITS REDUCE GOVERNMENT CAPITAL
7 AND MAINTENANCE COSTS FOR INFRASTRUCTURE SINCE ACCESSORY
8 DWELLING UNITS ARE BUILT IN EXISTING NEIGHBORHOODS AND HAVE A
9 RELATIVELY SMALL IMPACT ON EXISTING INFRASTRUCTURE. NATIONAL
10 STUDIES SUCH AS "RELATIONSHIPS BETWEEN DENSITY AND PER CAPITA
11 MUNICIPAL SPENDING IN THE UNITED STATES", PUBLISHED IN URBAN
12 SCIENCE, HAVE FOUND THAT LOWER DENSITY COMMUNITIES HAVE HIGHER
13 GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR WATER, SEWER,
14 AND TRANSPORTATION INFRASTRUCTURE AND LOWER PROPERTY AND
15 SALES TAX REVENUE. THESE INCREASED COSTS ARE OFTEN BORNE BY
16 BOTH STATE AND LOCAL GOVERNMENTS.

17 (XI) A NUMBER OF LOCAL LAND USE LAWS PROHIBIT HOMEOWNERS
18 FROM BUILDING AN ACCESSORY DWELLING UNIT, OR APPLY REGULATIONS
19 TO ACCESSORY DWELLING UNITS THAT SIGNIFICANTLY LIMIT THEIR
20 CONSTRUCTION;

21 (XII) A NUMBER OF MUNICIPALITIES HAVE REMOVED BARRIERS TO
22 ACCESSORY DWELLING UNIT CONSTRUCTION SUCH AS PARKING
23 REQUIREMENTS, OWNER OCCUPANCY REQUIREMENTS, AND RESTRICTIVE
24 SIZE AND DESIGN LIMITATIONS, WHICH HAS RESULTED IN ACCESSORY
25 DWELLING UNIT PERMITS INCREASING TO TEN TO TWENTY PERCENT OF
26 TOTAL NEW HOUSING PERMITS AND AN OVERALL INCREASE IN THE TOTAL
27 HOUSING SUPPLY. SINCE CALIFORNIA IMPLEMENTED VARIOUS REFORMS TO

1 ENCOURAGE ACCESSORY DWELLING UNIT CONSTRUCTION, INCLUDING
2 REQUIRING CITIES TO ALLOW ACCESSORY DWELLING UNITS AS A USE BY
3 RIGHT, PREVENTING THE IMPOSITION OF PARKING REQUIREMENTS, AND
4 PREVENTING OWNER OCCUPANCY REQUIREMENTS, ACCESSORY DWELLING
5 UNIT CONSTRUCTION HAS INCREASED SIGNIFICANTLY IN CALIFORNIA.
6 FOLLOWING REFORMS TO CALIFORNIA'S ACCESSORY DWELLING UNIT LAW
7 IN 2016, ACCESSORY DWELLING UNIT DEVELOPMENT HAS INCREASED
8 RAPIDLY FROM AROUND ONE THOUSAND ACCESSORY DWELLING UNITS
9 PERMITTED IN 2016 TO OVER TWENTY-FOUR THOUSAND IN 2022, OR ABOUT
10 TWENTY PERCENT OF NEW HOUSING PERMITS STATEWIDE, ACCORDING TO
11 DATA FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY
12 DEVELOPMENT AND ANALYSIS BY THE BIPARTISAN POLICY CENTER.

13 (XIII) HOUSING SUPPLY IMPACTS HOUSING AFFORDABILITY, AND
14 HOUSING PRICES ARE TYPICALLY HIGHER WHEN HOUSING SUPPLY IS
15 RESTRICTED BY LOCAL LAND USE REGULATIONS IN A METROPOLITAN
16 REGION, ACCORDING TO THE NATIONAL BUREAU OF ECONOMIC RESEARCH
17 IN WORKING PAPERS SUCH AS "REGULATION AND HOUSING SUPPLY", "THE
18 IMPACT OF ZONING ON HOUSING AFFORDABILITY", AND "THE IMPACT OF
19 LOCAL RESIDENTIAL LAND USE RESTRICTIONS ON LAND VALUES ACROSS
20 AND WITHIN SINGLE FAMILY HOUSING MARKETS";

21 (XIV) INCREASING HOUSING SUPPLY MODERATES PRICE INCREASES
22 AND IMPROVES HOUSING AFFORDABILITY ACROSS ALL INCOMES,
23 ACCORDING TO STUDIES SUCH AS "THE ECONOMIC IMPLICATIONS OF
24 HOUSING SUPPLY" IN THE JOURNAL OF ECONOMIC PERSPECTIVES AND
25 "SUPPLY SKEPTICISM: HOUSING SUPPLY AND AFFORDABILITY" IN THE
26 JOURNAL HOUSING POLICY DEBATE;

27 (XV) ACADEMIC RESEARCH SUCH AS "THE IMPACT OF BUILDING

1 RESTRICTIONS ON HOUSING AFFORDABILITY" IN THE FEDERAL RESERVE
2 BANK OF NEW YORK ECONOMIC POLICY REVIEW HAS IDENTIFIED ZONING
3 AND OTHER LAND USE CONTROLS AS A PRIMARY DRIVER OF RISING
4 HOUSING COSTS IN THE MOST EXPENSIVE HOUSING MARKETS;

5 (XVI) ACCESSORY DWELLING UNITS OFFER AFFORDABLE AND
6 ATTAINABLE OPTIONS TO LIVE IN HIGH-OPPORTUNITY NEIGHBORHOODS,
7 WHICH CAN HELP IMPROVE EQUITY OUTCOMES REGIONALLY AND
8 STATEWIDE. AN ANALYSIS OF ACCESSORY DWELLING UNIT PERMITTING IN
9 CALIFORNIA FOUND THAT ACCESSORY DWELLING UNITS ARE TYPICALLY
10 PERMITTED ON PARCELS WITH RELATIVELY GOOD ACCESS TO JOBS
11 COMPARED TO SURROUNDING AREAS, ACCORDING TO "WHERE WILL
12 ACCESSORY DWELLING UNITS SPROUT UP WHEN A STATE LETS THEM
13 GROW? EVIDENCE FROM CALIFORNIA" IN CITYSCAPE: A JOURNAL OF
14 POLICY DEVELOPMENT AND RESEARCH.

15 (XVII) LOCAL GOVERNMENT REGULATION OF ACCESSORY
16 DWELLING UNITS VARIES SIGNIFICANTLY WITHIN REGIONS AND STATEWIDE
17 IN COLORADO IN TERMS OF WHERE THEY ARE ALLOWED, THE DIMENSIONAL
18 AND DESIGN RESTRICTIONS APPLIED, AND OTHER REQUIREMENTS. THIS
19 INCONSISTENCY INHIBITS THE DEVELOPMENT OF A ROBUST MARKET OF
20 ACCESSORY DWELLING UNIT DEVELOPERS, MODULAR ACCESSORY
21 DWELLING UNIT DESIGNS, AND ASSOCIATED COST REDUCTIONS. COLORADO
22 IS SIMILAR TO MOST STATES IN THIS REGARD, AND, ACCORDING TO
23 "ZONING BY A THOUSAND CUTS" IN THE PEPPERDINE LAW REVIEW,
24 WHICH ANALYZED ACCESSORY DWELLING UNIT REGULATIONS ACROSS
25 CONNECTICUT, "THE HIGH DEGREE OF REGULATORY VARIATION THWARTS
26 THE DEVELOPMENT OF PROTOTYPE DESIGNS OR PREFABRICATED
27 [ACCESSORY DWELLING UNITS] THAT COULD SATISFY DIFFERENT RULES

1 ACROSS JURISDICTIONS".

2 (XVIII) MORE PERMISSIVE REGULATION BY LOCAL GOVERNMENTS
3 OF ACCESSORY DWELLING UNITS PROVIDES A REASONABLE CHANCE FOR
4 HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING
5 UNIT AND THEREBY INCREASE HOUSING SUPPLY, STABILIZE HOUSING
6 COSTS, AND CONTRIBUTE TO AFFORDABLE AND EQUITABLE HOME
7 OWNERSHIP TO ADEQUATELY MEET THE HOUSING NEEDS OF A GROWING
8 COLORADO POPULATION.

9 (b) THEREFORE, THE GENERAL ASSEMBLY DECLARES THAT
10 INCREASING THE HOUSING SUPPLY THROUGH THE CONSTRUCTION OR
11 CONVERSION OF ACCESSORY DWELLING UNITS IS A MATTER OF MIXED
12 STATEWIDE AND LOCAL CONCERN.

13 **29-35-102. Definitions.** AS USED IN THIS PART 1, UNLESS THE
14 CONTEXT OTHERWISE REQUIRES:

15 (1) "ACCESSIBLE UNIT" MEANS A HOUSING UNIT THAT SATISFIES
16 THE REQUIREMENTS OF THE FEDERAL "FAIR HOUSING ACT", 42 U.S.C. SEC.
17 3601 ET SEQ., AS AMENDED, AND INCORPORATES UNIVERSAL DESIGN.

18 (2) "ACCESSORY DWELLING UNIT" MEANS AN INTERNAL,
19 ATTACHED, OR DETACHED DWELLING UNIT THAT:

20 (a) PROVIDES COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE
21 OR MORE INDIVIDUALS;

22 (b) IS LOCATED ON THE SAME LOT AS A PROPOSED OR EXISTING
23 PRIMARY RESIDENCE; AND

24 (c) INCLUDES FACILITIES FOR LIVING, SLEEPING, EATING, COOKING,
25 AND SANITATION.

26 (3) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION"
27 MEANS A LOCAL GOVERNMENT THAT THE DIVISION HAS CERTIFIED

1 PURSUANT TO SECTION 29-35-104 AS AN ACCESSORY DWELLING UNIT
2 SUPPORTIVE JURISDICTION.

3 (4) "ACCESSORY USE" MEANS A STRUCTURE OR THE USE OF A
4 STRUCTURE ON THE SAME LOT WITH, AND OF A NATURE CUSTOMARILY
5 INCIDENTAL AND SUBORDINATE TO, THE PRINCIPAL STRUCTURE OR USE OF
6 THE STRUCTURE.

7 (5) (a) (I) "ADMINISTRATIVE APPROVAL PROCESS" MEANS A
8 PROCESS:

9 (A) IN WHICH A DEVELOPMENT APPLICATION IS APPROVED,
10 APPROVED WITH CONDITIONS, OR DENIED BY LOCAL GOVERNMENT
11 ADMINISTRATIVE STAFF BASED SOLELY ON ITS COMPLIANCE WITH
12 OBJECTIVE STANDARDS SET FORTH IN ZONING OR OTHER LOCAL LAWS; AND

13 (B) THAT DOES NOT REQUIRE, AND CANNOT BE ELEVATED TO
14 REQUIRE, A PUBLIC HEARING, A RECOMMENDATION, OR A DECISION BY AN
15 ELECTED OR APPOINTED PUBLIC BODY, OR HEARING OFFICER.

16 (II) NOTWITHSTANDING SUBSECTION (19)(a)(I) OF THIS SECTION,
17 AN ADMINISTRATIVE APPROVAL PROCESS MAY REQUIRE AN APPOINTED
18 HISTORIC PRESERVATION COMMISSION TO MAKE A DECISION, OR TO MAKE
19 A RECOMMENDATION TO LOCAL GOVERNMENT ADMINISTRATIVE STAFF,
20 REGARDING A DEVELOPMENT APPLICATION INVOLVING A HISTORIC
21 PROPERTY LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, THE
22 COLORADO STATE REGISTER OF HISTORIC PROPERTIES, OR DESIGNATED BY
23 THE LOCAL GOVERNMENT, PROVIDED THAT:

24 (A) THE LOCAL GOVERNMENT HAS BEEN DESIGNATED AS A
25 CERTIFIED LOCAL GOVERNMENT BY THE STATE HISTORIC PRESERVATION
26 OFFICE; AND

27 (B) THE DECISION OR RECOMMENDATION IS BASED ON STANDARDS

1 SET FORTH IN LOCAL LAW OR ESTABLISHED BY THE SECRETARY OF THE
2 INTERIOR OF THE UNITED STATES.

3 (b) AS USED IN THIS SUBSECTION (1), "OBJECTIVE STANDARD"
4 MEANS A STANDARD THAT:

5 (I) IS UNIFORMLY VERIFIABLE AND ASCERTAINABLE BY REFERENCE
6 TO AN AVAILABLE EXTERNAL OR UNIFORM BENCHMARK OR CRITERION BY
7 THE DEVELOPMENT APPLICANT OR PROPONENT AND THE PUBLIC BODY OR
8 OFFICIAL PRIOR TO THE DEVELOPMENT APPLICANT'S OR PROPONENT'S
9 FILING OF A DEVELOPMENT PROPOSAL; AND

10 (II) DOES NOT REQUIRE THE DECISION-MAKER TO MAKE ONE OR
11 MORE SUBJECTIVE DETERMINATIONS CONCERNING A DEVELOPMENT
12 APPLICATION, INCLUDING BUT NOT LIMITED TO WHETHER THE
13 APPLICATION:

14 (A) IS CONSISTENT WITH LOCAL DEVELOPMENT PLANS;

15 (B) IS OR CAN BE COMPATIBLE WITH THE LAND USE OR
16 DEVELOPMENT OF THE AREA SURROUNDING THE AREA DESCRIBED IN THE
17 APPLICATION;

18 (C) REQUIRES INDIVIDUALIZED EVALUATIONS RELATING TO
19 MITIGATION OF IMPACTS; OR

20 (D) IS CONSISTENT WITH PUBLIC WELFARE, COMMUNITY, OR
21 NEIGHBORHOOD CHARACTER.

22 (6) "COUNTY" MEANS A COUNTY, INCLUDING A HOME RULE
23 COUNTY BUT EXCLUDING A CITY AND COUNTY.

24 (7) "DIVISION" MEANS THE DIVISION OF LOCAL GOVERNMENT
25 CREATED IN SECTION 24-32-103.

26 (8) "DWELLING UNIT" MEANS A SINGLE UNIT PROVIDING COMPLETE
27 INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS,

1 INCLUDING PERMANENT FACILITIES FOR COOKING, EATING, LIVING,
2 SANITATION, AND SLEEPING.

3 (9) "EXEMPT PARCEL" MEANS A PARCEL THAT IS:

4 (a) NOT SERVED BY A DOMESTIC WATER AND SEWAGE TREATMENT
5 SYSTEM, AS DEFINED IN SECTION 24-65.1-104 (5);

6 (b) A HISTORIC PROPERTY THAT IS NOT WITHIN A HISTORIC
7 DISTRICT; OR

8 (c) IN A FLOODWAY OR IN A ONE HUNDRED YEAR FLOODPLAIN, AS
9 IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

10 (10) "HISTORIC DISTRICT" MEANS A DISTRICT ESTABLISHED BY
11 LOCAL LAW THAT MEETS THE DEFINITION OF "DISTRICT" SET FORTH IN 36
12 CFR 60.3 (d).

13 (11) "HISTORIC PROPERTY" MEANS A PROPERTY LISTED:

14 (a) ON THE NATIONAL REGISTER OF HISTORIC PLACES;

15 (b) ON THE COLORADO STATE REGISTER OF HISTORIC PROPERTIES;
16 OR

17 (c) AS A CONTRIBUTING STRUCTURE OR HISTORIC LANDMARK BY
18 A CERTIFIED LOCAL GOVERNMENT, AS DEFINED IN SECTION 39-22-514.5
19 (2)(b).

20 (12) "LOCAL GOVERNMENT" MEANS A MUNICIPALITY, COUNTY, OR
21 TRIBAL NATION WITH JURISDICTION IN COLORADO.

22 (13) "LOCAL LAW" MEANS ANY CODE, LAW, ORDINANCE, POLICY,
23 REGULATION, OR RULE ENACTED BY A LOCAL GOVERNMENT THAT
24 GOVERNS THE DEVELOPMENT AND USE OF LAND, INCLUDING LAND USE
25 CODES, ZONING CODES, AND SUBDIVISION CODES.

26 (14) "LOW- AND MODERATE-INCOME HOUSEHOLD" MEANS A
27 HOUSEHOLD THAT IS CONSIDERED LOW-, MODERATE-, OR MEDIUM-INCOME,

1 AS DETERMINED BY THE FEDERAL DEPARTMENT OF HOUSING AND URBAN
2 DEVELOPMENT.

3 (15) "METROPOLITAN PLANNING ORGANIZATION" MEANS A
4 METROPOLITAN PLANNING ORGANIZATION UNDER THE "FEDERAL TRANSIT
5 ACT OF 1998", 49 U.S.C. SEC. 5301 ET SEQ., AS AMENDED.

6 (16) "MUNICIPALITY" MEANS A HOME RULE OR STATUTORY CITY
7 OR TOWN, TERRITORIAL CHARTER CITY OR TOWN, OR CITY AND COUNTY.

8 (17) "RESTRICTIVE DESIGN OR DIMENSION STANDARD" MEANS A
9 STANDARD IN A LOCAL LAW THAT:

10 (a) REQUIRES AN ARCHITECTURAL STYLE, BUILDING MATERIAL, OR
11 LANDSCAPING THAT IS MORE RESTRICTIVE FOR AN ACCESSORY DWELLING
12 UNIT THAN FOR A SINGLE-UNIT DETACHED DWELLING IN THE SAME ZONING
13 DISTRICT;

14 (b) DOES NOT ALLOW FOR ACCESSORY DWELLING UNIT SIZES
15 BETWEEN FIVE HUNDRED AND EIGHT HUNDRED SQUARE FEET;

16 (c) REQUIRES SIDE OR REAR SETBACKS FOR AN ACCESSORY
17 DWELLING UNIT GREATER THAN THE SETBACKS REQUIRED FOR AN
18 ACCESSORY BUILDING IN THE SAME ZONING DISTRICT, OR IF IT IS NOT
19 CLEARLY ESTABLISHED IN THE SAME ZONING DISTRICT, IN THE CASE OF AN
20 ACCESSORY DWELLING UNIT WITH A SINGLE STORY, REQUIRES SIDE OR
21 REAR SETBACKS GREATER THAN FIVE FEET;

22 (d) IS A MORE RESTRICTIVE MINIMUM LOT SIZE STANDARD FOR AN
23 ACCESSORY DWELLING UNIT THAN FOR A SINGLE-UNIT DETACHED
24 DWELLING IN THE SAME ZONING DISTRICT; OR

25 (e) APPLIES MORE RESTRICTIVE AESTHETIC DESIGN OR
26 DIMENSIONAL STANDARDS TO ACCESSORY DWELLING UNITS THAT ARE
27 FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION

1 24-32-3302 (10), THAN OTHER ACCESSORY DWELLING UNITS.

2 (18)(a) "SHORT-TERM RENTAL" MEANS THE RENTAL OF A LODGING
3 UNIT FOR LESS THAN THIRTY DAYS. AS USED IN THIS SUBSECTION (18),
4 "LODGING UNIT" MEANS ANY PROPERTY OR PORTION OF A PROPERTY THAT
5 IS AVAILABLE FOR LODGING; EXCEPT THAT THE TERM EXCLUDES A HOTEL
6 OR MOTEL UNIT.

7 (b) NOTWITHSTANDING SUBSECTION (15)(a) OF THIS SECTION, A
8 LOCAL GOVERNMENT MAY APPLY ITS OWN DEFINITION OF "SHORT-TERM
9 RENTAL" FOR PURPOSES OF THIS PART 1.

10 (19) "SINGLE-UNIT DETACHED DWELLING" MEANS A DETACHED
11 BUILDING WITH A SINGLE DWELLING UNIT ON A SINGLE LOT.

12 (20) "SUBJECT JURISDICTION" MEANS EITHER:

13 (a) A MUNICIPALITY THAT BOTH HAS A POPULATION OF ONE
14 THOUSAND OR MORE, AS REPORTED BY THE STATE DEMOGRAPHY OFFICE,
15 AND IS WITHIN A METROPOLITAN PLANNING ORGANIZATION; OR

16 (b) THE PORTION OF A COUNTY THAT IS BOTH WITHIN A CENSUS
17 DESIGNATED PLACE WITH A POPULATION OF TEN THOUSAND OR MORE, AS
18 REPORTED IN THE MOST RECENT DECENNIAL CENSUS, AND WITHIN A
19 METROPOLITAN PLANNING ORGANIZATION.

20 (21) "UNIVERSAL DESIGN" MEANS ANY DWELLING UNIT DESIGNED
21 AND CONSTRUCTED TO BE SAFE AND ACCESSIBLE FOR ANY INDIVIDUAL
22 REGARDLESS OF AGE OR ABILITIES.

23 (22) "VISITABLE UNIT" MEANS A DWELLING UNIT THAT A PERSON
24 WITH A DISABILITY CAN ENTER, MOVE AROUND THE PRIMARY ENTRANCE
25 FLOOR OF, AND USE THE BATHROOM IN.

26 **29-35-103. Accessory dwelling unit requirements for a subject**
27 **jurisdiction.** (1) A SUBJECT JURISDICTION SHALL ALLOW, SUBJECT TO AN

1 ADMINISTRATIVE APPROVAL PROCESS, ONE ACCESSORY DWELLING UNIT AS
2 AN ACCESSORY USE TO A SINGLE-UNIT DETACHED DWELLING IN ANY PART
3 OF THE SUBJECT JURISDICTION WHERE THE JURISDICTION ALLOWS
4 SINGLE-UNIT DETACHED DWELLINGS.

5 (2) A SUBJECT JURISDICTION SHALL NOT:

6 (a) REQUIRE NEW PARKING IN CONNECTION WITH THE
7 CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT;

8 (b) REQUIRE AN ACCESSORY DWELLING UNIT, OR ANY OTHER
9 DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT, TO BE
10 OWNER-OCCUPIED; OR

11 (c) APPLY A RESTRICTIVE DESIGN OR DIMENSION STANDARD TO AN
12 ACCESSORY DWELLING UNIT.

13 (3) NOTHING IN THIS SECTION PREVENTS A SUBJECT JURISDICTION
14 OR OTHER LOCAL GOVERNMENT FROM:

15 (a) ALLOWING THE CONSTRUCTION OR CONVERSION OF AN
16 ACCESSORY DWELLING UNIT THAT IS SMALLER THAN FIVE HUNDRED
17 SQUARE FEET OR GREATER THAN EIGHT HUNDRED SQUARE FEET, OR
18 RESTRICTING THE SIZE OF AN ACCESSORY DWELLING UNIT SO THAT IT IS NO
19 LARGER THAN THE SIZE OF THE PRINCIPAL DWELLING UNIT ON THE SAME
20 LOT AS THE ACCESSORY DWELLING UNIT;

21 (b) ALLOWING THE CONSTRUCTION OR CONVERSION OF MULTIPLE
22 ACCESSORY DWELLING UNITS ON THE SAME LOT;

23 (c) APPLYING A DESIGN OR DIMENSION STANDARD TO AN
24 ACCESSORY DWELLING UNIT THAT IS NOT A RESTRICTIVE DESIGN OR
25 DIMENSION STANDARD;

26 (d) ADOPTING OR ENFORCING A GENERALLY APPLICABLE
27 REQUIREMENT FOR:

1 (I) THE PAYMENT OF AN IMPACT FEE OR OTHER SIMILAR
2 DEVELOPMENT CHARGE, PURSUANT TO SECTION 29-20-104.5; OR

3 (II) THE MITIGATION OF IMPACTS IN CONFORMANCE WITH THE
4 REQUIREMENTS OF PART 2 OF ARTICLE 20 OF THIS TITLE 29;

5 (e) ENACTING OR APPLYING A LOCAL LAW CONCERNING THE
6 SHORT-TERM RENTAL OF AN ACCESSORY DWELLING UNIT OR ANY OTHER
7 DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT;

8 (f) APPLYING THE DESIGN STANDARDS AND PROCEDURES OF A
9 HISTORIC DISTRICT TO A LOT ON WHICH AN ACCESSORY DWELLING UNIT IS
10 ALLOWED IN THAT HISTORIC DISTRICT, INCLUDING A STANDARD OR
11 PROCEDURE RELATED TO DEMOLITION;

12 (g) APPLYING AND ENFORCING A LOCALLY ADOPTED LIFE SAFETY
13 CODE, INCLUDING BUT NOT LIMITED TO, A BUILDING, FIRE, UTILITY, OR
14 STORMWATER CODE;

15 (h) ALLOWING THE CONSTRUCTION OF, OR ISSUING A PERMIT FOR
16 THE CONSTRUCTION OF, A SINGLE-UNIT DETACHED DWELLING IN AN AREA
17 ZONED FOR SINGLE-UNIT DETACHED DWELLINGS; OR

18 (i) ENCOURAGING THE CONSTRUCTION OF ACCESSORY DWELLING
19 UNITS THAT ARE, THROUGH THE APPLICATION OF LOCAL LAWS OR
20 PROGRAMS, MADE AFFORDABLE TO HOUSEHOLDS UNDER CERTAIN INCOME
21 LIMITS OR USED PRIMARILY TO HOUSE THE LOCAL WORKFORCE.

22 (4) THIS SECTION ONLY APPLIES TO A PARCEL IN A SUBJECT
23 JURISDICTION THAT IS NOT AN EXEMPT PARCEL.

24 **29-35-104. Accessory dwelling unit supportive jurisdiction**
25 **report - certification of a jurisdiction as an accessory dwelling unit**
26 **supportive jurisdiction. (1) (a) IN ORDER TO BE CERTIFIED AS AN**
27 **ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION BY THE DIVISION,**

1 A LOCAL GOVERNMENT MUST SUBMIT TO THE DIVISION, IN A FORM AND
2 MANNER DETERMINED BY THE DIVISION, A REPORT DEMONSTRATING
3 EVIDENCE OF THE LOCAL GOVERNMENT:

4 (I) COMPLYING WITH SECTION 29-35-103; AND

5 (II) IMPLEMENTING ONE OR MORE OF THE FOLLOWING STRATEGIES:

6 (A) WAIVING OR REDUCING ACCESSORY DWELLING UNIT-RELATED
7 FEES THAT ARE INCURRED BY LOW- AND MODERATE-INCOME HOUSEHOLDS;

8 (B) ENACTING LOCAL LAWS OR PROGRAMS THAT INCENTIVIZE THE
9 AFFORDABILITY OF CERTAIN ACCESSORY DWELLING UNITS INCLUDING
10 ACCESSORY DWELLING UNITS USED PRIMARILY TO HOUSE THE LOCAL
11 WORKFORCE;

12 (C) PRE-APPROVING PLANS FOR THE CONSTRUCTION OF ACCESSORY
13 DWELLING UNITS;

14 (D) IMPLEMENTING A PROGRAM TO PROVIDE EDUCATION AND
15 TECHNICAL ASSISTANCE TO HOMEOWNERS TO CONSTRUCT OR CONVERT AN
16 ACCESSORY DWELLING UNIT;

17 (E) IMPLEMENTING A PROGRAM TO REGULATE THE USE OF
18 ACCESSORY DWELLING UNITS FOR SHORT-TERM RENTALS;

19 (F) ENACTING LOCAL LAWS THAT INCENTIVIZE THE CONSTRUCTION
20 AND CONVERSION OF ACCESSIBLE AND VISITABLE ACCESSORY DWELLING
21 UNITS;

22 (G) ASSISTING PROPERTY OWNERS WITH ENSURING THAT
23 PRE-EXISTING ACCESSORY DWELLING UNITS COMPLY WITH LOCAL LAWS;

24 (H) ENABLING A PATHWAY FOR THE SEPARATE SALE OF AN
25 ACCESSORY DWELLING UNIT;

26 (I) ENACTING LOCAL LAWS THAT ENCOURAGE THE CONSTRUCTION
27 OF ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL

1 STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10); OR

2 (J) ANY OTHER STRATEGY THAT IS APPROVED BY THE DIVISION

3 AND THAT ENCOURAGES THE CONSTRUCTION, CONVERSION, OR USE OF

4 ACCESSORY DWELLING UNITS.

5 (b) (I) ON OR BEFORE JUNE 30, 2025, DECEMBER 31, 2029, AND

6 DECEMBER 31 OF EVERY THIRD YEAR THEREAFTER, A SUBJECT

7 JURISDICTION SHALL SUBMIT THE REPORT DESCRIBED IN SUBSECTION (1)(a)

8 OF THIS SECTION.

9 (II) NOTWITHSTANDING SUBSECTION (1)(b)(I) OF THIS SECTION,

10 THE DIVISION MAY ALLOW A SUBJECT JURISDICTION TO SUBMIT THE

11 REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION NO MORE THAN

12 SIX MONTHS AFTER THE DEADLINES DESCRIBED IN SUBSECTION (1)(b)(I) OF

13 THIS SECTION IF THE SUBJECT JURISDICTION DEMONSTRATES, IN A FORM

14 AND MANNER DETERMINED BY THE DIVISION, THAT THE SUBJECT

15 JURISDICTION HAS:

16 (A) INITIATED A PROCESS TO UPDATE ITS LOCAL LAWS AS

17 NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE REPORT

18 DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION;

19 (B) A PLAN AND TIMELINE TO UPDATE ITS LOCAL LAWS AS

20 NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE REPORT

21 DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION; AND

22 (C) PROVIDED AN EXPLANATION FOR NOT BEING ABLE TO MEET

23 THE DEADLINES DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION.

24 (c) IF A LOCAL GOVERNMENT THAT IS NOT A SUBJECT JURISDICTION

25 SUBMITS A REPORT PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION,

26 THAT LOCAL GOVERNMENT SHALL, AS PART OF THE REPORT, SUBMIT

27 EVIDENCE OF COMPLYING WITH THE REQUIREMENTS FOR A SUBJECT

1 JURISDICTION DESCRIBED IN SECTION 29-35-103.

2 (2) (a) WITHIN NINETY DAYS OF RECEIVING A LOCAL
3 GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF
4 THIS SECTION, THE DIVISION SHALL REVIEW THE REPORT, EITHER APPROVE
5 OR REJECT THE REPORT, AND PROVIDE FEEDBACK TO THE LOCAL
6 GOVERNMENT ON THE REPORT.

7 (b) IF THE DIVISION APPROVES A LOCAL GOVERNMENT'S REPORT
8 SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE
9 DIVISION SHALL ISSUE TO THAT LOCAL GOVERNMENT A CERTIFICATE
10 INDICATING THAT THE LOCAL GOVERNMENT QUALIFIES AS AN ACCESSORY
11 DWELLING UNIT SUPPORTIVE JURISDICTION UNTIL THREE YEARS FROM
12 WHEN THE LOCAL GOVERNMENT SUBMITTED THE REPORT.

13 (c) IF THE DIVISION REJECTS A LOCAL GOVERNMENT'S REPORT
14 SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE
15 DIVISION MAY GRANT THE LOCAL GOVERNMENT AN ADDITIONAL ONE
16 HUNDRED TWENTY DAYS TO CORRECT ANY DEFICIENCIES IDENTIFIED IN
17 THE REPORT AND RESUBMIT AN AMENDED REPORT. WITHIN NINETY DAYS
18 OF RECEIVING AN AMENDED REPORT, THE DIVISION SHALL REVIEW THE
19 AMENDED REPORT, EITHER APPROVE OR REJECT THE AMENDED REPORT,
20 AND PROVIDE FEEDBACK ON THE AMENDED REPORT.

21 (3) THE DIVISION, IN CONSULTATION WITH THE DEPARTMENT OF
22 TRANSPORTATION, THE COLORADO ENERGY OFFICE, AND THE COLORADO
23 OFFICE OF ECONOMIC DEVELOPMENT, MAY DEVELOP POLICIES AND
24 PROCEDURES AS NECESSARY TO IMPLEMENT THIS SECTION.

25 **29-35-105. Accessory dwelling unit fee reduction and**
26 **encouragement grant program - created - application - criteria -**
27 **awards - fund - reporting requirements - rules - definitions - repeal.**

1 (1) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND
2 ENCOURAGEMENT GRANT PROGRAM IS CREATED IN THE DIVISION TO
3 PROVIDE GRANTS TO ACCESSORY DWELLING UNIT SUPPORTIVE
4 JURISDICTIONS FOR ACTIVITIES THAT PROMOTE THE CONSTRUCTION OF
5 ACCESSORY DWELLING UNITS, INCLUDING BUT NOT LIMITED TO,
6 OFFSETTING COSTS INCURRED IN CONNECTION WITH DEVELOPING
7 PRE-APPROVED ACCESSORY DWELLING UNIT PLANS, PROVIDING TECHNICAL
8 ASSISTANCE TO PERSONS CONVERTING OR CONSTRUCTING ACCESSORY
9 DWELLING UNITS, OR WAIVING OR REDUCING ACCESSORY DWELLING UNIT
10 ASSOCIATED FEES AND OTHER REQUIRED COSTS.

11 (2) GRANT RECIPIENTS MAY USE THE MONEY RECEIVED THROUGH
12 THE GRANT PROGRAM TO OFFSET BOTH ELIGIBLE COSTS AND THE COST OF
13 WAIVING OR REDUCING REASONABLE AND NECESSARY ACCESSORY
14 DWELLING UNIT FEES AND OTHER REQUIRED COSTS FOR:

- 15 (a) LOW- AND MODERATE-INCOME HOUSEHOLDS;
- 16 (b) AFFORDABLE ACCESSORY DWELLING UNITS;
- 17 (c) ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNITS;
- 18 (d) ACCESSORY DWELLING UNITS USED AS LONG-TERM RENTALS
19 FOR MEMBERS OF THE LOCAL WORKFORCE; OR
- 20 (e) ACCESSORY DWELLING UNITS USED TO SUPPORT OTHER
21 DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

22 (3) THE DIVISION SHALL ADMINISTER THE GRANT PROGRAM AND,
23 SUBJECT TO AVAILABLE APPROPRIATIONS, PROVIDE TECHNICAL
24 ASSISTANCE, RECEIVE GRANT APPLICATIONS AND AWARD GRANTS AS
25 PROVIDED IN THIS SECTION.

26 (4) TO RECEIVE A GRANT, AN ACCESSORY DWELLING UNIT
27 SUPPORTIVE JURISDICTION MUST SUBMIT AN APPLICATION TO THE DIVISION

1 IN ACCORDANCE WITH THE POLICIES AND PROCEDURES DEVELOPED BY THE
2 DIVISION PURSUANT TO SUBSECTION (9) OF THIS SECTION. AT A MINIMUM,
3 THE APPLICATION MUST INCLUDE THE FOLLOWING:

4 (a) A COPY OF THE CERTIFICATE ISSUED BY THE DIVISION
5 PURSUANT TO SECTION 29-35-104 CERTIFYING THAT THE LOCAL
6 GOVERNMENT IS AN ACCESSORY DWELLING UNIT SUPPORTIVE
7 JURISDICTION;

8 (b) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL
9 GOVERNMENT HAS PERMITTED AND WHEN THE LOCAL GOVERNMENT
10 PERMITTED THOSE ACCESSORY DWELLING UNITS;

11 (c) THE TYPE AND COSTS OF FEES AND OTHER ELIGIBLE COSTS THAT
12 THE LOCAL GOVERNMENT IS PROPOSING TO USE A GRANT AWARD TO PAY
13 FOR;

14 (d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL
15 GOVERNMENT EXPECTS TO SUPPORT WITH A GRANT AWARD AND THE
16 PERIOD FOR WHICH THE LOCAL GOVERNMENT INTENDS TO SUPPORT THOSE
17 ACCESSORY DWELLING UNITS; AND

18 (e) INFORMATION ABOUT THE TYPES OF HOUSEHOLDS AND
19 ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT INTENDS TO
20 SUPPORT WITH A GRANT AWARD, SUCH AS WHETHER THE LOCAL
21 GOVERNMENT INTENDS TO SUPPORT LOW- AND MODERATE-INCOME
22 HOUSEHOLDS, AFFORDABLE ACCESSORY DWELLING UNITS, ACCESSIBLE OR
23 VISITABLE ACCESSORY DWELLING UNITS, ACCESSORY DWELLING UNITS FOR
24 HOUSING THE LOCAL WORKFORCE, OR ACCESSORY DWELLING UNITS
25 SUPPORTING OTHER DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

26 (5) THE DIVISION SHALL REVIEW THE APPLICATIONS RECEIVED
27 PURSUANT TO SUBSECTION (4) OF THIS SECTION. IN AWARDING GRANTS,

1 THE DIVISION SHALL GIVE PRIORITY TO LOCAL GOVERNMENTS THAT:

2 (a) IMPOSE ACCESSORY DWELLING UNIT FEES AND COSTS THAT ARE
3 REASONABLE AND NECESSARY; AND

4 (b) HAVE DEMONSTRATED A SIGNIFICANT COMMITMENT TO
5 FURTHER CONSTRUCTION AND CONVERSION OF ACCESSORY DWELLING
6 UNITS THROUGH THE ADOPTION OF STRATEGIES DESCRIBED IN SECTION
7 29-35-104 (1)(a)(II).

8 (6) IN AWARDING A GRANT, THE DIVISION SHALL AWARD A LOCAL
9 GOVERNMENT AN AMOUNT EQUAL TO NO MORE THAN TEN THOUSAND
10 DOLLARS PER ACCESSORY DWELLING UNIT PERMITTED BY THE LOCAL
11 GOVERNMENT, TO BE REIMBURSED BASED ON THE NUMBER OF PERMITTED
12 ACCESSORY DWELLING UNITS.

13 (7) (a) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND
14 ENCOURAGEMENT GRANT PROGRAM FUND IS CREATED IN THE STATE
15 TREASURY. THE FUND CONSISTS OF ANY MONEY THAT THE GENERAL
16 ASSEMBLY MAY TRANSFER OR APPROPRIATE TO THE FUND AND GIFTS,
17 GRANTS, OR DONATIONS CREDITED TO THE FUND. THE STATE TREASURER
18 SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT
19 AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

20 (b) SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL
21 ASSEMBLY, THE DIVISION MAY EXPEND MONEY FROM THE FUND FOR THE
22 PURPOSE OF IMPLEMENTING AND ADMINISTERING THE GRANT PROGRAM.

23 (c) ON OR BEFORE JUNE 30, 2024, THE STATE TREASURER SHALL
24 TRANSFER TEN MILLION DOLLARS FROM THE GENERAL FUND TO THE FUND.

25 (8) IN ACCORDANCE WITH THE POLICIES AND PROCEDURES
26 DEVELOPED BY THE DIVISION PURSUANT TO SUBSECTION (9) OF THIS
27 SECTION, EACH LOCAL GOVERNMENT THAT RECEIVES A GRANT THROUGH

1 THE GRANT PROGRAM SHALL SUBMIT A REPORT TO THE DIVISION. AT A
2 MINIMUM, THE REPORT MUST INCLUDE THE FOLLOWING INFORMATION:

3 (a) THE NUMBER OF ACCESSORY DWELLING UNITS WITH
4 ACCESSORY DWELLING UNIT FEES OR COSTS THAT LOCAL GOVERNMENTS
5 REDUCED OR WAIVED IN THE PAST YEAR IN CONNECTION WITH THE GRANT
6 PROGRAM;

7 (b) THE TOTAL AMOUNT OF ELIGIBLE COSTS THAT LOCAL
8 GOVERNMENTS INCURRED AND WERE REIMBURSED FOR THROUGH THE
9 GRANT PROGRAM IN THE PAST YEAR IN CONNECTION WITH THE GRANT
10 PROGRAM;

11 (c) THE NUMBER OF THE ACCESSORY DWELLING UNITS DESCRIBED
12 IN SUBSECTION (8)(a) OF THIS SECTION THAT WERE BUILT IN THE PAST
13 YEAR THAT WERE BUILT BY LOW- AND MODERATE-INCOME HOUSEHOLDS,
14 THAT ARE AFFORDABLE ACCESSORY DWELLING UNITS, THAT ARE
15 VISITABLE OR ACCESSIBLE ACCESSORY DWELLING UNITS, OR THAT ARE
16 ACCESSORY DWELLING UNITS USED AS LONG-TERM RENTALS FOR MEMBERS
17 OF THE LOCAL WORKFORCE;

18 (d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT ARE
19 FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION
20 24-32-3302 (10); AND

21 (e) THE NUMBER OF ACCESSORY DWELLING UNIT PERMITS
22 AWARDED, DENIED, OR IN PROGRESS IN THE LOCAL GOVERNMENT'S
23 JURISDICTION.

24 (9) THE DIVISION SHALL IMPLEMENT THE GRANT PROGRAM IN
25 ACCORDANCE WITH THIS SECTION. THE DIVISION SHALL DEVELOP, IN
26 CONSULTATION WITH THE DEPARTMENT OF TRANSPORTATION, THE
27 COLORADO ENERGY OFFICE, AND THE COLORADO OFFICE OF ECONOMIC

1 DEVELOPMENT, POLICIES AND PROCEDURES BOTH AS REQUIRED IN THIS
2 SECTION AND AS MAY BE NECESSARY TO IMPLEMENT THE GRANT
3 PROGRAM.

4 (10) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
5 REQUIRES:

6 (a) "ACCESSORY DWELLING UNIT FEE" MEANS A REASONABLE AND
7 NECESSARY FEE COLLECTED OR REQUIRED BY A LOCAL GOVERNMENT IN
8 CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY
9 DWELLING UNIT. SUCH A FEE MAY INCLUDE IMPACT FEES.

10 (b) (I) "ELIGIBLE COSTS" MEANS COSTS INCURRED BY A LOCAL
11 GOVERNMENT AND DETERMINED BY THE DIVISION TO BE INCURRED IN
12 CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING
13 UNIT PLANS, PROVIDING TECHNICAL ASSISTANCE TO PERSONS CONVERTING
14 OR CONSTRUCTING ACCESSORY DWELLING UNITS, OR OTHER REASONABLE
15 AND NECESSARY FEES LEVIED BY OR COSTS BORNE BY THE LOCAL
16 GOVERNMENT FOR THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY
17 DWELLING UNIT.

18 (II) NOTWITHSTANDING SUBSECTION (10)(b)(I) OF THIS SECTION,
19 IN ORDER FOR COSTS INCURRED BY A LOCAL GOVERNMENT IN CONNECTION
20 WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS TO
21 QUALIFY AS ELIGIBLE COSTS, AT LEAST ONE SUCH PRE-APPROVED
22 ACCESSORY DWELLING UNIT PLAN MUST BE FOR AN ACCESSIBLE OR
23 VISITABLE ACCESSORY DWELLING UNIT.

24 (c) "FUND" MEANS THE ACCESSORY DWELLING UNIT FEE
25 REDUCTION AND ENCOURAGEMENT GRANT PROGRAM FUND CREATED IN
26 SUBSECTION (7) OF THIS SECTION.

27 (d) "GRANT PROGRAM" MEANS THE ACCESSORY DWELLING UNIT

1 FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM CREATED IN THIS
2 SECTION.

3 (11) THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2030.

4 **SECTION 2.** In Colorado Revised Statutes, 24-46-104, **add**
5 (1)(q) as follows:

6 **24-46-104. Powers and duties of commission - repeal.** (1) The
7 commission has the following powers and duties:

8 (q) TO EXPEND EIGHT MILLION DOLLARS TO CONTRACT WITH THE
9 COLORADO HOUSING AND FINANCE AUTHORITY, CREATED IN PART 7 OF
10 ARTICLE 4 OF TITLE 29, FOR THE OPERATION OF ONE OR MORE OF THE
11 FOLLOWING PROGRAMS TO BENEFIT RESIDENTS OF LOCAL GOVERNMENTS
12 THAT HAVE BEEN CERTIFIED AS ACCESSORY DWELLING UNIT SUPPORTIVE
13 JURISDICTIONS BY THE DIVISION OF LOCAL GOVERNMENT PURSUANT TO
14 SECTION 29-35-104:

15 (I) AN ACCESSORY DWELLING UNIT LOSS RESERVE PROGRAM THAT
16 OFFERS AFFORDABLE LOANS FOR THE CONSTRUCTION OR CONVERSION OF
17 ACCESSORY DWELLING UNITS;

18 (II) A PROGRAM THAT ALLOWS FOR THE BUYING DOWN OF
19 INTEREST RATES ON LOANS MADE IN CONNECTION WITH THE
20 CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS;

21 (III) A PROGRAM THAT OFFERS DOWN PAYMENT ASSISTANCE IN
22 CONNECTION WITH ACCESSORY DWELLING UNITS; AND

23 (IV) A PROGRAM IN WHICH THE COLORADO HOUSING AND FINANCE
24 AUTHORITY OFFERS DIRECT LOANS IN CONNECTION WITH THE
25 CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS.

26 **SECTION 3.** In Colorado Revised Statutes, 24-67-105, **add** (5.5)
27 as follows:

1 **24-67-105. Standards and conditions for planned unit**
2 **development - definitions.** (5.5) (a) IN A SUBJECT JURISDICTION, ANY
3 PLANNED UNIT DEVELOPMENT RESOLUTION OR ORDINANCE THAT IS
4 ADOPTED OR APPROVED ON OR AFTER THE EFFECTIVE DATE OF THIS
5 SUBSECTION (5.5), AND THAT ALLOWS THE CONSTRUCTION OF ONE OR
6 MORE SINGLE-UNIT DETACHED DWELLINGS, MUST NOT RESTRICT THE
7 CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO
8 ANY SINGLE-UNIT DETACHED DWELLING MORE THAN THE LOCAL LAW THAT
9 APPLIES TO ACCESSORY DWELLING UNIT DEVELOPMENT OUTSIDE OF A
10 PLANNED UNIT DEVELOPMENT OR IN ANY WAY THAT IS PROHIBITED BY
11 SECTION 29-35-103.

12 (b) IN A SUBJECT JURISDICTION, ANY PLANNED UNIT DEVELOPMENT
13 RESOLUTION OR ORDINANCE THAT WAS ADOPTED OR APPROVED BEFORE
14 THE EFFECTIVE DATE OF THIS SUBSECTION (5.5), THAT ALLOWS THE
15 CONSTRUCTION OF ONE OR MORE SINGLE-UNIT DETACHED DWELLINGS,
16 AND THAT RESTRICTS THE CONSTRUCTION OF AN ACCESSORY DWELLING
17 UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING
18 MORE THAN THE LOCAL LAW THAT APPLIES TO ACCESSORY DWELLING UNIT
19 DEVELOPMENT OUTSIDE OF A PLANNED UNIT DEVELOPMENT:

20 (I) SHALL NOT BE INTERPRETED OR ENFORCED TO RESTRICT THE
21 CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO
22 ANY SINGLE-UNIT DETACHED DWELLING UNIT IN ANY WAY THAT IS
23 PROHIBITED BY SECTION 29-35-103; AND

24 (II) MAY BE SUPERSEDED BY THE ADOPTION OF A LOCAL LAW
25 PURSUANT TO SECTION 29-35-103.

26 (c) NOTWITHSTANDING SUBSECTION (5.5)(b) OF THIS SECTION, A
27 LOCAL GOVERNMENT MAY ADOPT CONFORMING AMENDMENTS TO ANY

1 SUCH PLANNED UNIT DEVELOPMENT.

2 (d) AS USED IN THIS SUBSECTION (5.5), UNLESS THE CONTEXT
3 OTHERWISE REQUIRES:

4 (I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET
5 FORTH IN SECTION 29-35-102 (2).

6 (II) "LOCAL LAW" HAS THE SAME MEANING AS SET FORTH IN
7 SECTION 29-35-102 (13).

8 (III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET
9 FORTH IN SECTION 29-35-102 (20).

10 **SECTION 4.** In Colorado Revised Statutes, 38-33.3-106.5, **add**
11 **(3)** as follows:

12 **38-33.3-106.5. Prohibitions contrary to public policy -**
13 **patriotic, political, or religious expression - public rights-of-way - fire**
14 **prevention - renewable energy generation devices - affordable**
15 **housing - drought prevention measures - child care - definitions.**

16 (3) (a) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT
17 SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR
18 RULE OF AN ASSOCIATION THAT IS ADOPTED ON OR AFTER THE EFFECTIVE
19 DATE OF THIS SUBSECTION (3) MAY RESTRICT THE CREATION OF AN
20 ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT
21 DETACHED DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION
22 29-35-103, AND ANY PROVISION OF A DECLARATION, BYLAW, OR RULE
23 THAT INCLUDES SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC
24 POLICY.

25 (b) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT
26 SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR
27 RULE OF AN ASSOCIATION THAT IS ADOPTED BEFORE THE EFFECTIVE DATE

1 OF THIS SUBSECTION (3) MAY RESTRICT THE CREATION OF AN ACCESSORY
2 DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED
3 DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103, AND
4 ANY PROVISION OF A DECLARATION, BYLAW, OR RULE THAT INCLUDES
5 SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC POLICY.

6 (c) AS USED IN THIS SUBSECTION (3), UNLESS THE CONTEXT
7 OTHERWISE REQUIRES:

8 (I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET
9 FORTH IN SECTION 29-35-102 (2).

10 (II) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION" HAS
11 THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (3).

12 (III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET
13 FORTH IN SECTION 29-35-102 (20).

14 **SECTION 5. Safety clause.** The general assembly finds,
15 determines, and declares that this act is necessary for the immediate
16 preservation of the public peace, health, or safety or for appropriations for
17 the support and maintenance of the departments of the state and state
18 institutions.



Fiscal Note

Drafting Number:	LLS 24-0454	Date:	February 21, 2024
Prime Sponsors:	Rep. Amabile; Weinberg Sen. Mullica; Exum	Bill Status:	House Trans. Housing & Local Govt.
		Fiscal Analyst:	Josh Abram 303-866-3561 josh.abram@coleg.gov
Bill Topic:	ACCESSORY DWELLING UNITS		
Summary of Fiscal Impact:	☐ State Revenue☒ State Expenditure☒ State Transfer☐ TABOR Refund☒ Local Government☒ Statutory Public Entity The bill requires certain local governments to allow accessory dwelling units (ADUs), and creates a certification and grant program in the Department of Local Affairs to ensure local compliance, and encourage the construction, conversion, and use of ADUs. The bill increases state and local expenditures beginning in FY 2024-25.		
Appropriation Summary:	For FY 2024-25, the bill requires an appropriation of \$537,246 to the Department of Local Affairs.		
Fiscal Note Status:	The fiscal note reflects the introduced bill.		

Table 1
State Fiscal Impacts Under HB 24-1152

		Current Year FY 2023-24	Budget Year FY 2024-25	Out Year FY 2025-26
Revenue		-	-	-
Expenditures	Cash Funds	-	\$8,537,246	\$2,275,397
	Centrally Appropriated	-	\$91,892	\$87,516
	Total Expenditures	-	\$8,629,138	\$2,362,913
	Total FTE	-	4.9 FTE	4.7 FTE
Transfers	General Fund	(\$10,000,000)	-	-
	Cash Funds	\$10,000,000	-	-
	Net Transfer	\$0	-	-
Other Budget Impacts		-	-	-

Summary of Legislation

The bill requires that certain local jurisdictions allow accessory dwelling units (ADU), lays out requirements and restrictions for these jurisdictions related to the administrative process for approving ADUs, and creates a certification and grant program in the Division of Housing in the Department of Local Affairs (DOLA) to encourage the construction, conversion and use of ADUs. Subject jurisdictions are municipalities with at least 1,000 residents, and census designated places with at least 10,000 residents, that lay within a metropolitan planning organization (MPO).

Local ADU requirements. A subject jurisdiction must allow one ADU as an accessory use wherever the jurisdiction also allows single-unit detached homes. The bill prohibits subject jurisdictions from imposing new parking requirements or requiring that the ADU be owner-occupied. The administrative approval process must use objective standards only, and must not include design or dimension standards that are more restrictive than the standards for single-unit detached dwellings in the same zoning district. The bill specifies other restrictions on ADU construction or conversion that may not be part of a subject jurisdiction's code.

Certified ADU supportive jurisdiction. The bill creates a certification process for subject jurisdictions to submit a report to the Division of Housing in DOLA demonstrating the local government is in compliance with local ADU requirements, and is implementing one or more strategies that encourages the construction, conversion or use of ADUs. Subject jurisdictions must submit the report by June 30, 2025, again by December 31, 2029, and then by December 31 every three years thereafter. If the division approves the report, that local government is certified as an ADU supportive jurisdiction for three years. The division may give subject jurisdictions an extension of six months to meet reporting deadlines, and allow a local government time to cure deficiencies in a rejected report. The division may develop policies in consultation with the Colorado Department of Transportation (CDOT), the Energy Office, and the Office of Economic Development and International Trade (OEDIT).

Grant program. The bill creates the ADU Fee Reduction and Encouragement Grant Program in the division to provide grants to ADU supportive jurisdictions for activities that promote ADUs, including offsetting costs related to pre-approved plans, giving technical assistance, or reducing permitting fees and other development costs. The division must administer the program and award grants. The bill creates a new cash fund for the grant program and, in the current FY 2023-24, transfers \$10 million from the General Fund to the cash fund. The cash fund is subject to annual appropriations by the General Assembly. The grant program repeals on December 31, 2030.

Colorado Housing and Finance Authority contract. The bill authorizes the Colorado Economic Development Commission in OEDIT to expend up to \$8 million to contract with the Colorado Housing and Finance Authority (CHFA) to operate one or more programs to encourage ADUs in certified ADU supportive jurisdictions, such as affordable loans or down payment assistance.

State Revenue

The bill potentially increases state revenue to the ADU Fee Reduction and Encouragement Grant Program Fund from gifts, grants, or donations; however, no sources have been identified at this time. Gifts, grants, and donations are exempt from TABOR revenue limits.

State Transfers

In the current FY 2023-24, the bill transfers \$10 million from the General Fund to the ADU Fee Reduction and Encouragement Grant Program Cash Fund.

State Expenditures

The bill increases state expenditures by up to \$8.6 million in FY 2024-25 and about \$2.4 million in FY 2025-26 for administration of the certification process and grant program in the DOLA and for contracting with CHFA. Assuming that DOLA grant awards and reimbursements to ADU supportive jurisdictions begin following certification and that grant making will occur over four years, a total of \$7.6 million is available for grants beginning in FY 2025-26; however, the timing and annual amounts may differ from this fiscal estimate. All expenditures are from the ADU Fee Reduction and Encouragement Grant Program Cash Fund.

The bill also increases expenditures by up to \$8 million for OEDIT to contract with CHFA to provide financial assistance programs, presumably in FY 2024-25. State expenses are displayed in Table 2, and described below.

Table 2
Expenditures Under HB 24-1152

	FY 2024-25	FY 2025-26
Department of Local Affairs		
Personal Services	\$365,194	\$343,621
Operating Expenses	\$6,272	\$6,016
Capital Outlay Costs	\$40,020	-
Travel	\$5,760	\$5,760
Information Technology	\$70,000	\$5,000
Consultant Assistance	\$50,000	\$20,000
ADU Encouragement Grants ¹	-	\$1,900,000
Centrally Appropriated Costs ²	\$91,892	\$87,516
FTE – Personal Services	4.9 FTE	4.7 FTE
DOLA Subtotal	\$629,138	\$2,367,913

Table 2
Expenditures Under HB 24-1152 (Cont.)

	FY 2024-25	FY 2025-26
Office of Economic Development and International Trade		
Contract with CHFA	\$8,000,000	-
OEDIT Subtotal	\$8,000,000	-
Total	\$8,629,138	\$2,367,913
Total FTE	4.9 FTE	4.7 FTE

- ¹ After accounting for administrative expenses, up to \$7.6 million is available for grants beginning FY2025-26. Assuming it is dispersed evenly over four years, around \$2.0 million per year will be awarded as grants. The actual timing of grants may vary from this estimate.
- ² Centrally appropriated costs are not included in the bill's appropriation.

Department of Local Affairs

Administration. The DOLA requires new staff across several program and administrative areas cumulatively representing about 5 FTE beginning in FY 2024-25. This includes program staff to work with partner agencies to develop the certification program, create report templates, adopt rules for compliance, determine protocols for local government review, and provide technical assistance to local planning agencies and governing bodies to bring local codes into compliance with new ADU requirements. In FY 2025-26, communications and contracting staff are required to assist program managers with the ADU grant program, process applications for reimbursement, and for budgeting and accounting. Personal services assume an August 1 start date, and include standard operating expenses, capital outlay costs, and travel.

Information technology. The Office of Information Technology (OIT) will update and expand the Local Government Information System in DOLA to allow the department to host ADU supportive jurisdiction certifications and manage the renewal and application process. This includes an initial cost in FY 2024-25, and a reduced cost in subsequent fiscal years for testing and maintenance.

Consultant assistance. DOLA will hire consultants to assist and advise staff with any complex technical guidance necessary to establish the certification process and grant program, and to assist the department with reviewing local codes and certification reports. Consultant assistance is only anticipated in FY 2024-25 and FY 2025-26.

ADU encouragement grants. Beginning in FY 2025-26, DOLA will have increased costs to award grants and reimbursements to ADU supportive jurisdictions. After accounting for administrative expenses for FY 2024-25 through FY 2028-29, approximately \$7.6 million will be available to assist certified ADU supportive jurisdictions, to be spent across multiple fiscal years. For informational purposes, the fiscal note assumed \$1.9 million per year will be awarded for four years. Grant awards and uses must be determined following certification has been verified by the department, and the actual timing and amount of grants may vary by year. DOLA may seek adjustments to annual appropriations once more information on the timing of grants is known.

Centrally appropriated costs. Pursuant to a Joint Budget Committee policy, certain costs associated with this bill are addressed through the annual budget process and centrally appropriated in the Long Bill or supplemental appropriations bills, rather than in this bill. These costs, which include employee insurance and supplemental employee retirement payments, are shown in Table 2.

Office of Economic Development and International Trade

CHFA contract. The bill increases state expenditures by up to \$8 million from the Economic Development Fund for OEDIT to contract with CHFA to administer additional programs supporting the financing of ADU construction. The total amount will depend on the contract established between the Economic Development Commission and the authority. This fiscal note assumes any administrative effort on the part of OEDIT to contract with CHFA will be spent from the authorized \$8 million amount. The Economic Development Fund is continuously appropriated to OEDIT and no new appropriations are required.

Other state agencies

Workload also increases in CDOT, OEDIT, and the Department of Law to assist DOLA with the certification program design and implementation. This effort does not require any change in appropriations.

Local Government

Subject jurisdictions will have increased costs to revise land use codes and zoning to accommodate the ADU requirement. Some jurisdictions may already be compliant, but for others, revising codes will increase costs and possibly staffing. Some of these costs will be offset with technical assistance provided by DOLA. Jurisdictions obtaining ADU supportive certifications will be eligible for additional grant assistance to implement strategies to encourage the construction or conversion of ADUs.

Statutory Public Entity

Based on negotiations with OEDIT, CHFA will have increased administrative and program expenses up to \$8 million to establish one or more financial assistance programs for constructing ADUs. OEDIT does not require annual appropriations to spend from the Economic Development Cash Fund. This fiscal note assumes the contracted services will begin sometime in FY 2024-25.

Effective Date

The bill takes effect upon signature of the Governor, or upon becoming law without his signature.

State Appropriations

For FY 2024-25, the bill requires an appropriation of \$537,246 from the ADU Fee Reduction and Encouragement Grant Program Cash Fund to the Department of Local Affairs, and 4.9 FTE. Of this amount, the Office of Information Technology requires \$70,000 in reappropriated funds.

State and Local Government Contacts

Colorado Housing and Finance Authority	Counties	Information Technology
Law	Local Affairs	Municipalities
Office of Economic Development	Regulatory Agencies	

The revenue and expenditure impacts in this fiscal note represent changes from current law under the bill for each fiscal year. For additional information about fiscal notes, please visit the [General Assembly website](#).



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION BY THE CITY OF PUEBLO IN OPPOSITION TO MANDATORY PARTICIPATION IN THE IMPLEMENTING ENVIRONMENTAL EQUITY AND CUMULATIVE IMPACTS ANALYSES (EECIA)

SUMMARY:

Attached is a Resolution opposing mandatory participation in the Implementing Environmental Equity and Cumulative Impacts Analyses (EECIA).

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

On February 26, 2024, Colorado Governor Polis released an updated Greenhouse Gas Pollution Roadmap 2.0. The plan lays out a set of actions to reduce emissions across economic sectors and create pathways to assist in reaching Governor Polis' goals of cutting greenhouse gas pollution across the state in half by 2030. As part of that plan, Governor Polis seeks to establish the Office of Environmental Justice and the EECIA.

The City and County of Pueblo are likely to be selected as one of the initial communities for an EECIA as outlined in the proposed legislation. The City of Pueblo seeks to oppose mandatory participation in the EECIA and instead, encourages the legislature to make participation optional at the discretion of the local government and its determination of the community's best interests.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly oppose mandatory participation in the EECIA.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15542

A RESOLUTION BY THE CITY OF PUEBLO IN OPPOSITION TO
MANDATORY PARTICIPATION IN THE IMPLEMENTING
ENVIRONMENTAL EQUITY AND CUMULATIVE IMPACTS
ANALYSES (EECIA)

WHEREAS, the City and County of Pueblo take great pride in our historic reputation as a culturally and economically diverse community that helped build the American West; and

WHEREAS, a strong coalition of business and community leaders and municipal, county and state elected officials works tirelessly to grow Pueblo's economy, open doors of opportunity for our residents and create quality, family-sustaining jobs; and

WHEREAS, Pueblo's unified economic development efforts include enhancing the well-being of our residents and businesses and fostering a reputation as a thriving, secure and healthy community; and

WHEREAS, Pueblo's public policy focus includes promoting affordable housing, reducing crime, and creating strong incentive programs for job creation; and

WHEREAS, Pueblo's elected officials and community leaders are united in speaking out against measures that could potentially damage our community's reputation or hamper our policy agenda; and

WHEREAS, the City of Pueblo note with interest proposed legislation that would establish a state Office of Environmental Justice and implement Environmental Equity and Cumulative Impact Analyses (EECIA); and

WHEREAS, the City of Pueblo support the noble goal of assisting and safeguarding vulnerable communities; and

WHEREAS, the City and County of Pueblo nonetheless are concerned about the unintended consequences of naming our community for an EECIA analysis, believing that naming Pueblo as a "cumulative impacted community" would needlessly stigmatize our community and reinforce negative stereotypes that we have been collectively working for many years to overcome; and

WHEREAS, such a designation would represent a setback in our economic development reputation and would not provide resources to help Pueblo overcome any challenges the analysis would identify; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of Pueblo, for the above stated reasons, opposes the inclusion of the City and County of Pueblo in future state EECIA analyses; and

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado Senate and House of Representatives and the Governor of Colorado.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT NO. CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT, TRANSFERRING \$3,934,163.00 FROM PROJECT CI2018 - PUEBLO CITY/COUNTY BUILDING TO PROJECT NO. CI2426, AND BUDGETING AND APPROPRIATING \$3,934,163.00 INTO PROJECT NO. CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT

SUMMARY:

A Resolution establishing Project CI2426 - City Council and Department Relocation Project and transferring, budgeting, and appropriating funds in the amount of \$3,934,163.00 from Project CI2018 into Project CI2426 - City Council and Department Relocation Project.

PREVIOUS COUNCIL ACTION:

City Council previously budgeted and appropriated funds for the purchase of the Wells Fargo Building under Ordinance No. 9830. A portion of the funds was spent to study what upgrades would be required to the building before it could be occupied and to provide an accurate estimate of the cost of those repairs. A balance of \$3,934,163.00 currently remains in the project account.

BACKGROUND:

Funds transferred, budgeted, and appropriated into Project No. CI2426 will be used to pay for multiple expenses related to the relocation of multiple City Departments and the establishment of dedicated offices for the City Council. Anticipated expenses include procurement of moving services; procurement of furniture, fixtures, and equipment; payments for the lease of real property; design and construction of capital improvements to the Public Works Building at 211 E. D Street; procurement and installation of IT equipment, procurement of janitorial services; earnest money payments for the purchase of real property; professional services; and other related

project expenses.

This project, in conjunction with other funding initiatives currently under consideration by the City Council, will ultimately result in the provision of adequate office space for the Planning, Finance, Law, Human Resources, Civil Service, Public Works, and Wastewater Departments, as well as for Pueblo Transit and City Council.

FINANCIAL IMPLICATIONS:

Approval of this Resolution will result in funds in the amount of \$3,934,163.00 being budgeted and appropriated into a new project account designated as CI2426 - City Council and Department Relocation Project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will prevent the City from being able to procure the services and execute the projects necessary to facilitate the proposed office relocations.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15543

A RESOLUTION ESTABLISHING PROJECT NO. CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT, TRANSFERRING \$3,934,163.00 FROM PROJECT CI2018 - PUEBLO CITY/COUNTY BUILDING TO PROJECT NO. CI2426, AND BUDGETING AND APPROPRIATING \$3,934,163.00 INTO PROJECT NO. CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT

WHEREAS, multiple City departments require additional administrative office space, or the consolidation of existing office space to support the efficient and timely delivery of municipal services to the City's residents and businesses; and

WHEREAS, the City Council desires to establish dedicated offices for its members and any future City staff who may be assigned to support Council members; and

WHEREAS, the facilitation of these objectives requires allocation of resources to support the project;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project No. CI2426 - City Council and Department Relocation Project is hereby established.

SECTION 2.

The Director of Finance is directed to transfer, budget, and appropriate funds in the amount of \$3,934,163.00 from Project No. CI2018 - Pueblo City/County Building to Project No. CI2426 - City Council and Department Relocation Project, and to close out Project No. CI2018 - Pueblo City/County Building.

SECTION 3.

Funds budgeted and appropriated for Project No. CI2426 - City Council and Department Relocation Project are authorized for expenditures incident to the planned relocation of City Department offices and the establishment of City Council offices, including but not limited to, procurement of moving services; procurement of furniture, fixtures, and equipment; payments for the lease of real property; design and construction of capital improvements to the Public Works Building at 211 E. D Street; procurement and installation of IT equipment, procurement of janitorial services; earnest money payments for the purchase of real property; professional services; and other related project expenses. Any contracts for capital improvements using funds from Project CI2426 - City Council and Department Relocation Project shall be approved by Resolution of City Council in accordance with applicable provisions of the City's Charter, the Pueblo Municipal Code, and the City's Purchasing Policies and Procedures.

SECTION 4.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE QUIKTRIP 4298 SUBDIVISION, FILING NO. 1, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting to re-subdivide Parcel A, 28.36-acres, as amended by RPB-22-04 into four commercial lots and three parcels, to facilitate the development of a QuikTrip Convenience Store and future commercial development. The lots will be accessed by private roads, Tracts B (extension of Streater Avenue) and C (extension of Reno Avenue), which require a Special Area Plan.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting a Commercial Development Review (C-22-26) and a Special Area Plan (SAP-23-02).

BACKGROUND:

The subject property is located northeast of the intersection of West Pueblo Boulevard and Lake Avenue and historically operated as a drive-in movie theater. The site is currently undeveloped and consists of three non-buildable parcels that were subdivided in 2021 and further rearranged in 2022 to combine Parcel D and Parcel A. The City of Pueblo owned Parcel D at the time of subdivision (2021), Parcel D served as access to Parcels A and B when originally subdivided and included a 50-foot Public Utility Easement (PUE) and ingress/egress easement. The City later granted Parcel D to the owner of Parcels A, B and C; the property owner then rearranged the parcels to combine Parcel D with Parcel A, the 50-foot-wide ingress/egress and PUE Easement remains in place and will continue to provide utility service and access to Parcel B and the lots located north of the subdivision site. The proposed subdivision includes two cul-de-sacs, within the PUE and ingress/egress easement, at the terminus of both Oakland and East Orman Avenues; to provide a turnaround at the dead end of each street. The cul-de-sacs are dedicated as right of way and have the potential for providing ingress/egress to Lot 4. The proposed QuikTrip Convenience Store will be located on

Lot 1 and will have frontage on Lake Avenue. Per Colorado Department of Transportation (CDOT) requirements, there is no access from either Pueblo Boulevard (SH45) or from Interstate 25 to the property. All lots will be accessed from internal private streets; therefore, a Special Area Plan is being proposed in conjunction with the subdivision to allow the proposed private streets. Lots 2-4 will be reserved for future 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-22-11 QuikTrip Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE QUIKTRIP 4298
SUBDIVISION, FILING NO. 1, A SPECIAL AREA PLAN

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

SECTION 1.

The final plat of the QuikTrip 4298 Subdivision, A Special Area Plan, being a subdivision of land legally described as:

A PORTION OF PARCEL A, LAKE AVENUE SUBDIVISION, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278380, COUNTY OF PUEBLO, STATE OF COLORADO, AS AMENDMENT BY THE REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278490, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A, FROM WHICH THE NORTH LINE OF SAID LAKE AVENUE SUBDIVISION BEARS NORTH 88°54'23" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID NORTH LINE;

THENCE ALONG SAID NORTH LINE, NORTH 88°54'23" EAST, A DISTANCE OF 1447.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A, BEING THE NORTHWEST CORNER OF PARCEL B, SAID LAKE AVENUE SUBDIVISION;

THENCE ALONG THE EAST LINE OF SAID PARCEL A, BEING THE WEST LINE OF SAID PARCEL B, SOUTH 01°00'44" EAST, A DISTANCE OF 50.00 FEET TO A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHERLY FROM THE NORTH LINE OF SAID LAKE AVENUE SUBDIVISION;

THENCE ALONG SAID PARALLEL LINE SOUTH 88°54'23" WEST, A DISTANCE OF 102.37 FEET TO A LINE PARALLEL WITH AND DISTANT 102.30 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL A;

THENCE ALONG SAID PARALLEL LINE, SOUTH 01°00'44" EAST, A DISTANCE OF 837.69 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL A, BEING THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 25, A PUBLIC RIGHT-OF-WAY WITH A WIDTH THAT VARIES;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL A THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 56°53'11" WEST, A DISTANCE OF 331.30 FEET;
- 2) SOUTH 88°45'11" WEST, A DISTANCE OF 92.86 FEET;
- 3) NORTH 46°21'09" WEST, A DISTANCE OF 5.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1273.00 FEET;
- 4) NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 42°05'41", AN ARC LENGTH OF 935.26 FEET;
- 5) NORTH 88°26'49" WEST, A DISTANCE OF 129.68 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;
- 6) NORTH 01°00'44" WEST A DISTANCE OF 686.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A AND THE POINT OF BEGINNING.

CONTAINING 1,152,920 SQUARE FEET OR 26.467 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. 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

A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

SHEET 1 OF 4

A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE				
LINE	BEARING		LENGTH	
L1	S01°05'37"E(M)	S01°00'44"E(R)	50.00'(M&R)	
L2	S88°54'03"W(M)	S88°54'23"W(R)	15.20'(M)	14.93'(R)

LINE LEGEND	
	= SUBJECT PARCEL BOUNDARY LINES
	= ADJOINING PARCEL BOUNDARY LINES
	= EXISTING EASEMENT LINES
	= NO VEHICULAR ACCESS

MONUMENT NOTES	
●	INDICATES FOUND MONUMENT AS NOTED
○	INDICATES SET MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"

MISCELLANEOUS NOTES	
(R)	INDICATES RECORD INFORMATION PER THE REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278490 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF PUEBLO, STATE OF COLORADO.
(M)	INDICATES MEASURED BEARINGS AND DISTANCES.
(M&R)	INDICATES MEASURED AND RECORD BEARINGS AND DISTANCES.

ABBREVIATION LEGEND	
REC NO	RECEPTION NUMBER
BK/Pg	BOOK/PAGE
R.O.W.	RIGHT-OF-WAY
PLS	PROFESSIONAL LAND SURVEYOR
LS	LAND SURVEYOR
R	RADIUS
Δ	DELTA/CENTRAL ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CH	CHORD DISTANCE

PROJECT COORDINATE TABLE						
COLORADO STATE PLANE SOUTH ZONE (ZONE 503) NAD 83						
C.S.F.=0.999740705632						
POINT	LATITUDE	LONGITUDE	GRID NORTHING	GRID EASTING	PROJECT NORTHING	PROJECT EASTING
A	N38°13'14.81"	W104°37'29.92"	1567070.88	3251380.37	1567066.78	3251386.36
B	N38°13'14.95"	W104°37'11.79"	1567098.50	3252827.03	1567094.41	3252833.40
C	N38°13'06.81"	W104°37'11.70"	1566275.18	3252841.57	1566270.87	3252746.80
D	N38°13'04.39"	W104°37'17.64"	1566026.26	3252370.22	1566021.89	3252847.94
E	N38°13'08.03"	W104°37'29.85"	1566385.08	3251392.48	1566380.81	3251398.48

DATE

BY

DESCRIPTION

08/03/22

KJS

PREPARED

01/04/23

KJS

1ST SUBMITTAL REVIEW REVISION

03/20/23

KJS

2ND SUBMITTAL REVIEW REVISION

05/24/23

KJS

3RD SUBMITTAL REVIEW REVISION

6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

JOB NO. 21300

EXISTING BOUNDARY & EASEMENTS DETAIL SHEET

SHEET 2 OF 4

LINE TABLE				
LINE	BEARING		LENGTH	
L1	S01°05'37"E(M)	S01°00'44"E(R)	50.00'(M&R)	
L2	S88°54'03"W(M)	S88°54'23"W(R)	15.20'(M)	14.93'(R)

LINE LEGEND

-  = SUBJECT PARCEL BOUNDARY LINES
 = ADJOINING PARCEL BOUNDARY LINES
 = EXISTING EASEMENT LINES
 = NO VEHICULAR ACCESS

MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"

MISCELLANEOUS NOTES

- (R) INDICATES RECORD INFORMATION PER THE REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278490 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF PUEBLO, STATE OF COLORADO.
- (M) INDICATES MEASURED BEARINGS AND DISTANCES.
- (M&R) INDICATES MEASURED AND RECORD BEARINGS AND DISTANCES.

ABBREVIATION LEGEND

REC NO	RECEPTION NUMBER	R	RADIUS
BK/Pg	BOOK/PAGE	Δ	DELTA/CENTRAL ANGLE
R.O.W.	RIGHT-OF-WAY	L	ARC LENGTH
PLS	PROFESSIONAL LAND SURVEYOR	CHB	CHORD BEARING
LS	LAND SURVEYOR	CH	CHORD DISTANCE

PROJECT COORDINATE TABLE						
COLORADO STATE PLANE			SOUTH ZONE (ZONE 503) NAD 83			
C.S.F.=0.999740705632			GRID NORTHING	GRID EASTING	PROJECT NORTHING	PROJECT EASTING
POINT	LATITUDE	LONGITUDE				
A	N38°13'14.81"	W104°37'29.92"	1567070.88	3251380.37	1567066.78	3251386.36
B	N38°13'14.95"	W104°37'11.79"	1567098.50	3252827.03	1567094.41	3252833.40
C	N38°13'06.81"	W104°37'11.70"	1566275.18	3252841.57	1566270.87	3252746.80
D	N38°13'04.34"	W104°37'16.64"	1566026.26	3252370.22	1566021.89	3252847.94
E	N38°13'08.03"	W104°37'29.85"	1566385.08	3251392.48	1566380.81	3251398.48

EXISTING BOUNDARY & EASEMENTS DETAIL SHEET

DATE	BY	DESCRIPTION
08/03/22	KJS	PREPARED
01/04/23	KJS	1ST SUBMITTAL REVIEW REVISION
03/20/23	KJS	2ND SUBMITTAL REVIEW REVISION
05/24/23	KJS	3RD SUBMITTAL REVIEW REVISION



6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

SHEET 2 OF 4

Page 550 of 952

A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

Survey map showing LOT 4 (16.515 Acres) and LOT 9 (19.88 Acres) with various easements and boundaries. The map includes a CURVE TABLE, LINE TABLE, LINE LEGEND, MONUMENT NOTES, MISCELLANEOUS NOTES, and ABBREVIATION LEGEND.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	35.00'	25°11'38"	15.39'	S78°29'48"E	15.27'
C2	100.00'	06°50'34"	11.94'	S87°40'20"E	11.94'
C3	100.00'	06°50'34"	11.94'	S87°40'20"E	11.94'
C4	30.00'	90°04'58"	47.17'	S46°03'08"E	42.46'
C5	35.00'	50°35'32"	30.91'	N63°36'37"E	29.91'
C6	100.00'	06°50'51"	11.95'	N85°28'57"E	11.94'
C7	100.00'	06°51'47"	11.98'	N85°29'25"E	11.97'
C8	35.00'	25°13'50"	15.41'	N76°17'28"E	15.29'
C9	100.00'	06°50'34"	11.94'	N85°29'06"E	11.94'
C10	100.00'	06°49'40"	11.92'	N85°28'39"E	11.91'
C11	25.00'	90°00'00"	39.27'	S46°05'37"E	35.36'
C12	25.00'	90°00'00"	39.27'	S43°54'23"W	35.36'
C13	100.00'	06°50'17"	11.93'	N87°40'29"W	11.93'
C14	100.00'	06°50'17"	11.93'	N87°40'29"W	11.93'
C15	35.00'	25°30'04"	15.58'	N78°20'35"W	15.45'
C16	25.00'	90°00'00"	39.27'	N43°54'23"E	35.36'
C17	30.00'	90°04'58"	47.17'	S46°03'08"E	42.46'
C18	30.00'	89°55'02"	47.08'	S43°56'52"W	42.40'
C19	25.00'	90°00'00"	39.27'	N46°05'37"W	35.36'
C20	52.00'	289°31'52"	262.77'	N88°46'07"E	60.00'
C21	52.00'	259°25'48"	235.45'	N88°51'34"E	80.00'

LINE TABLE

LINE	BEARING	LENGTH
L3	N88°54'23"E	32.03'
L4	S84°15'03"E	13.22'
L5	N88°54'23"E	20.13'
L6	N82°03'32"E	13.20'
L7	N88°54'23"E	32.08'
L8	N82°03'49"E	13.22'
L9	N84°15'20"W	13.25'
L10	S88°54'23"W	32.02'

LINE LEGEND

- SUBJECT PARCEL BOUNDARY LINES
- ADJOINING PARCEL BOUNDARY LINES
- DEDICATED RIGHT-OF-WAY LINES
- EXISTING EASEMENT LINES
- NEWLY CREATED LOT LINES
- NO VEHICULAR ACCESS

MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"

MISCELLANEOUS NOTES

- INDICATES PORTION DEDICATED TO THE CITY OF PUEBLO FOR STREET RIGHT-OF-WAY

ABBREVIATION LEGEND

REC NO	RECEPTION NUMBER	R	RADIUS
BK/PG	BOOK/PAGE	Δ	DELTA/CENTRAL ANGLE
R.O.W.	RIGHT-OF-WAY	L	ARC LENGTH
PLS	PROFESSIONAL LAND SURVEYOR	CHB	CHORD BEARING
LS	LAND SURVEYOR	CH	CHORD DISTANCE

AS REPLATTED DETAIL

SHEET 3 OF 4

ALTURA LAND CONSULTANTS

6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

JOB NO. 21306

DATE	BY	DESCRIPTION
08/03/22	KJS	PREPARED
01/04/23	KJS	1ST SUBMITTAL REVIEW REVISION
03/20/23	KJS	2ND SUBMITTAL REVIEW REVISION
05/24/23	KJS	3RD SUBMITTAL REVIEW REVISION

SHEET 3 OF 4		

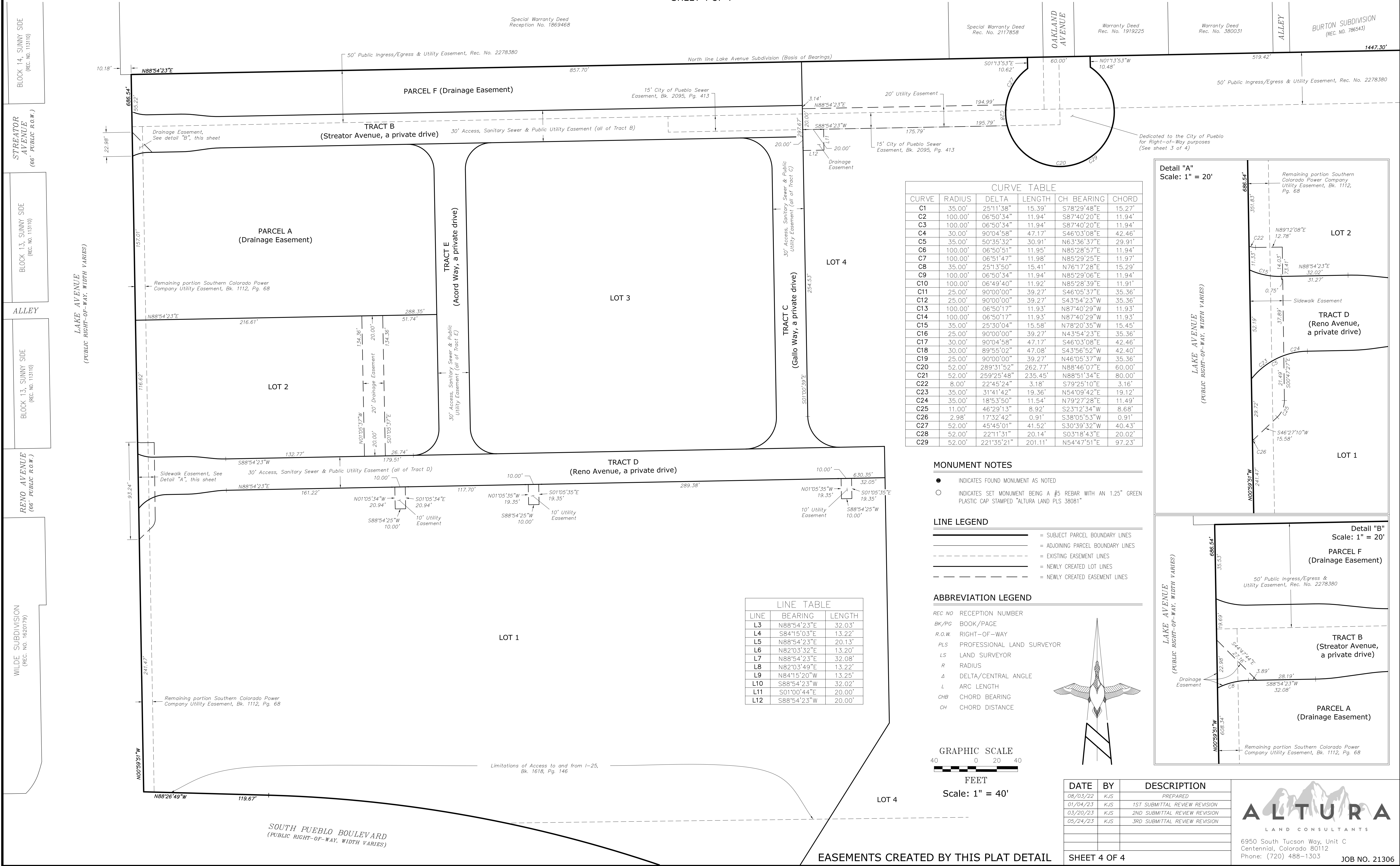

ALTURA
LAND CONSULTANTS

6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

JOB NO. 21306

QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN

A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.
SHEET 4 OF 4

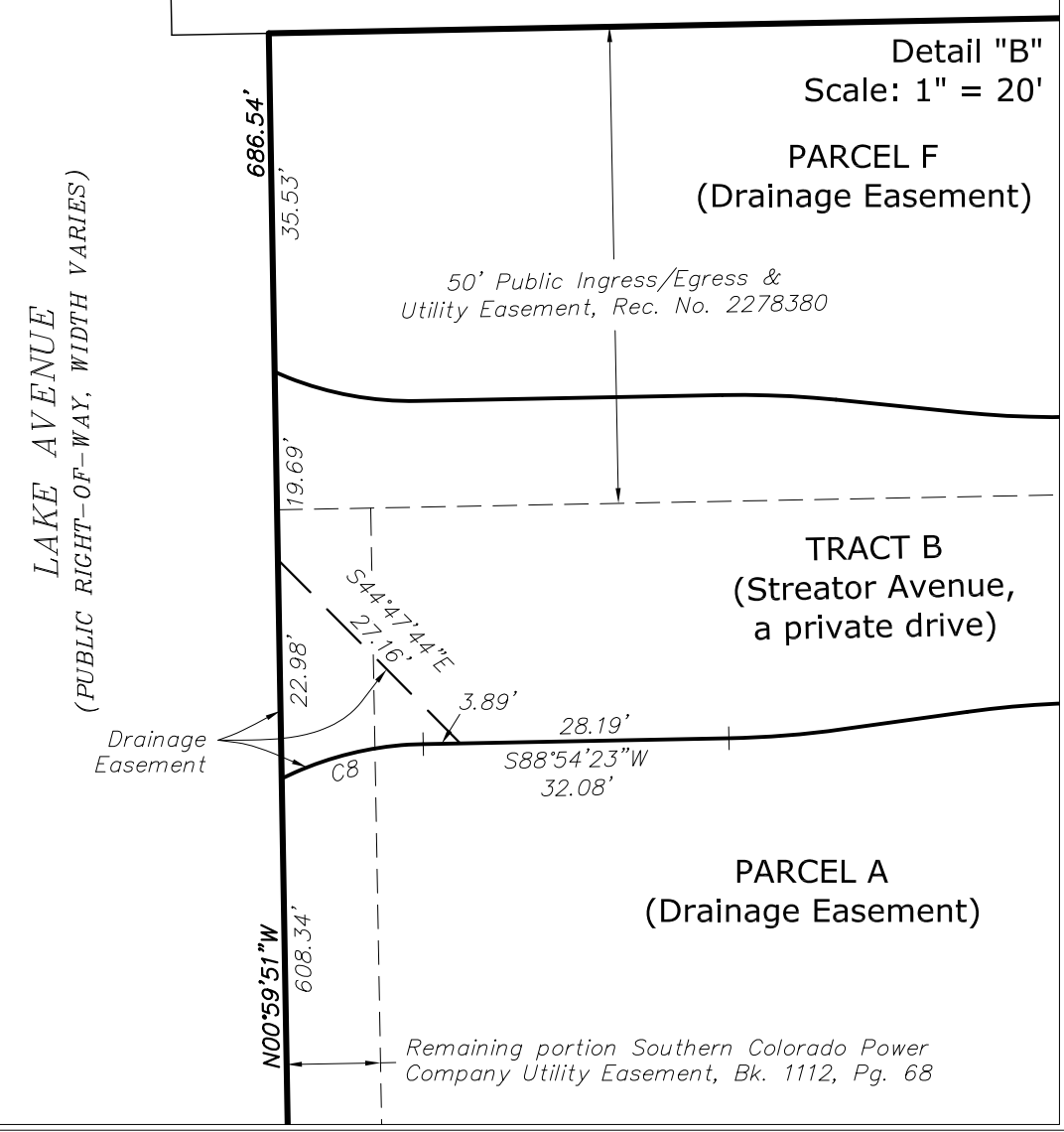
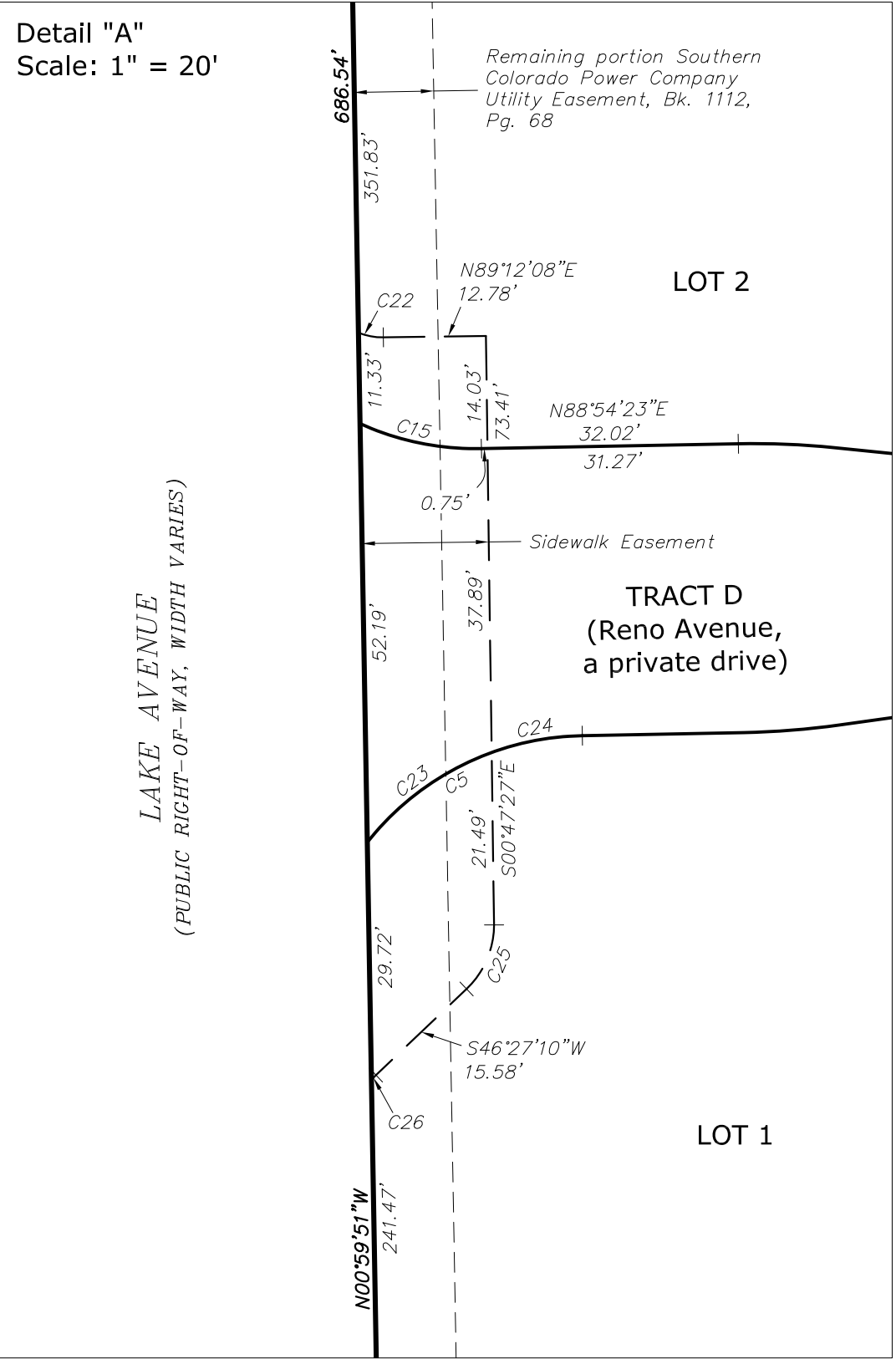
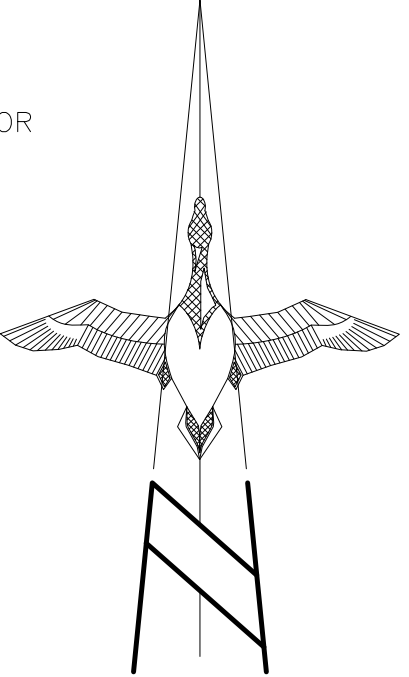
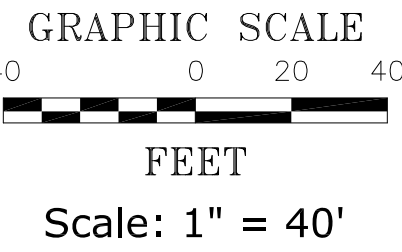


CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	35.00'	25°11'38"	15.39'	S78°29'48"E	15.27'
C2	100.00'	06°50'34"	11.94'	S87°40'20"E	11.94'
C3	100.00'	06°50'34"	11.94'	S87°40'20"E	11.94'
C4	30.00'	90°04'58"	47.17'	S46°03'08"E	42.46'
C5	35.00'	50°35'32"	30.91'	N63°36'37"E	29.91'
C6	100.00'	06°50'51"	11.95'	N85°28'57"E	11.94'
C7	100.00'	06°51'47"	11.98'	N85°29'25"E	11.97'
C8	35.00'	25°13'50"	15.41'	N76°17'28"E	15.29'
C9	100.00'	06°50'34"	11.94'	N85°29'06"E	11.94'
C10	100.00'	06°49'40"	11.92'	N85°28'39"E	11.91'
C11	25.00'	90°00'00"	39.27'	S46°05'37"E	35.36'
C12	25.00'	90°00'00"	39.27'	S43°54'23"W	35.36'
C13	100.00'	06°50'17"	11.93'	N87°40'29"W	11.93'
C14	100.00'	06°50'17"	11.93'	N87°40'29"W	11.93'
C15	35.00'	25°30'04"	15.58'	N78°20'35"W	15.45'
C16	25.00'	90°00'00"	39.27'	N43°54'23"E	35.36'
C17	30.00'	90°04'58"	47.17'	S46°03'08"E	42.46'
C18	30.00'	89°55'02"	47.08'	S43°56'52"W	42.40'
C19	25.00'	90°00'00"	39.27'	N46°05'37"W	35.36'
C20	52.00'	289°31'52"	262.77'	N88°46'07"E	60.00'
C21	52.00'	259°25'48"	235.45'	N88°51'34"E	80.00'
C22	8.00'	22°45'24"	3.18'	S79°25'10"E	3.16'
C23	35.00'	31°41'42"	19.36'	N54°09'42"E	19.12'
C24	35.00'	18°53'50"	11.54'	N79°27'28"E	11.49'
C25	11.00'	46°29'13"	8.92'	S23°12'34"W	8.68'
C26	2.98'	17°32'42"	0.91'	S38°05'53"W	0.91'
C27	52.00'	45°45'01"	41.52'	S30°39'32"W	40.43'
C28	52.00'	22°11'31"	20.14'	S03°18'43"E	20.02'
C29	52.00'	22°13'51"	20.11'	N54°47'51"E	97.23'

- MONUMENT NOTES**
- INDICATES FOUND MONUMENT AS NOTED
 - INDICATES SET MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"

- LINE LEGEND**
- ===== SUBJECT PARCEL BOUNDARY LINES
 - ===== ADJOINING PARCEL BOUNDARY LINES
 - EXISTING EASEMENT LINES
 - NEWLY CREATED LOT LINES
 - NEWLY CREATED EASEMENT LINES

- ABBREVIATION LEGEND**
- REC NO RECEPTION NUMBER
 - BK/Pg BOOK/PAGE
 - R.O.W. RIGHT-OF-WAY
 - PLS PROFESSIONAL LAND SURVEYOR
 - LS LAND SURVEYOR
 - R RADIUS
 - Δ DELTA/CENTRAL ANGLE
 - L ARC LENGTH
 - CHB CHORD BEARING
 - CH CHORD DISTANCE



DATE	BY	DESCRIPTION
08/03/22	KJS	PREPARED
01/04/23	KJS	1ST SUBMITTAL REVIEW REVISION
03/20/23	KJS	2ND SUBMITTAL REVIEW REVISION
05/24/23	KJS	3RD SUBMITTAL REVIEW REVISION

ALTURA

LAND CONSULTANTS

6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

SHEET 4 OF 4

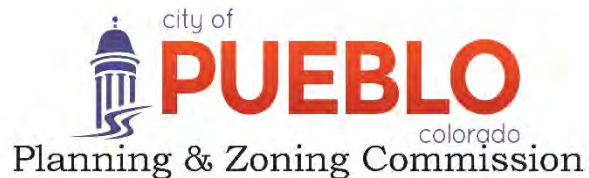
JOB NO. 21306

EASEMENTS CREATED BY THIS PLAT DETAIL

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.

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



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-22-11 Quiktrip 4298 Subdivision Filing No. 1, a Special Area Plan

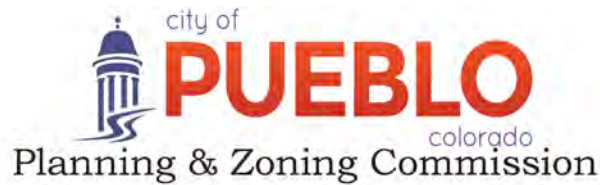
DATE: February 14, 2024

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-22-11

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: QuikTrip 4298 Subdivision, Filing No. 1, A Special Area Plan
APPLICANT: Aaron McLean, Galloway, Architecture, Engineering, and Surveying

PROPERTY OWNER: QuikTrip Corporation
LOCATION: Generally located north of W. Pueblo Blvd. and east of Lake Ave.
EXISTING ZONE: B-3, Highway and Arterial Business Zone District
CONCURRENT REQUESTS: C-22-26, QuikTrip Commercial Development Review
SAP-23-02 QuikTrip 4298 Subdivision, Filing No. 1, A Special Area Plan

REQUEST:

The applicant is requesting to re-subdivide Parcel A, 28.36 acres, as amended by RPB-22-04 into four commercial lots and three parcels, to facilitate the development of a QuikTrip Convenience Store and future commercial development. The lots will be accessed by private roads, Tracts B (extension of Streater Ave.) and C (extension of Reno Ave.), which requires a Special Area Plan.

BACKGROUND AND ANALYSIS:

The subject property is located northeast of the intersection of W. Pueblo Blvd. and Lake Ave. and historically operated as a drive-in movie theater. The site is currently undeveloped and consists of three non-buildable parcels that were subdivided in 2021 and further rearranged in 2022 to combine Parcel D and Parcel A. The City of Pueblo owned Parcel D at the time of subdivision (2021), Parcel D served as access to Parcels A and B when originally subdivided and included a 50-foot Public Utility Easement (PUE) and ingress/egress easement. The City later granted Parcel D to the owner of Parcels A, B and C; the property owner then rearranged the parcels to combine Parcel D with Parcel A, the 50-foot-wide ingress/egress and PUE Easement remains in place where the parcel once was and will continue to provide utility service and access to Parcel B and the lots located north of the subdivision site. The proposed subdivision includes two cul-de-sacs, within the PUE and ingress/egress easement, at the terminus of both Oakland and East Orman Avenues; to provide a turn around at the dead end of each street. The cul-de-sacs are dedicated as right of way and have the potential for providing ingress/egress to Lot 4.

The proposed QuikTrip Convenience Store will be located on Lot 1 and will have frontage on Lake Avenue. All lots will be accessed from internal private streets, therefore a Special Area Plan is being proposed in conjunction with the subdivision to allow the proposed private streets. Lots 2-4 will be reserved for future commercial development.

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:	None
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:	Multiple deficiencies, all of which are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	a) Transportation: a) Provide a dedication and maintenance statement for the proposed private streets. Proposed language: "Tracts B and C are hereby dedicated for public ingress/egress, sanitary sewer, and public utilities. Streets, curbs and gutters, and sidewalks located within Tracts B and C 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." b) Provide a dedication for the Oakland Ave. and East Orman Ave. cul-de-sacs, proposed language: "All public rights of way, shown hereon, Lake Ave., Oakland Ave., and E. Orman Ave., are dedicated to the public for perpetual use." c) Provide a dedication statement for the Declaration of Covenants, proposed language: "All of the property shown on this plat shall be subject to the terms and conditions defined in and described in the Declaration of Covenants dated _____, and recorded in the office of the Clerk and Recorder of Public County, Colorado." d) Provide an acknowledgment of access restrictions. Proposed language: "The undersigned (owner(s)) hereby consent to the access restrictions shown hereon." e) Dedicate additional Lake Avenue right of way north of Tract B and running north the entire length of the subdivision. The area to be dedicated shall be consistent in width with the Lake Ave. right of way dedicated south of Tract B. The additional Lake Ave. right of way that will be dedicated shall be depicted on the supplemental, utility, and Special Area Plan plats. f) Amend the Utility Plan to show proposed all proposed rights of way and easements. 2. Planning: Provide a dedication statement for the maintenance of landscaping of common areas, to include Tract A, Drainage Easement and any other common areas created by the Special Area Plan. Proposed language "all drainage facilities, sanitary sewer facilities, landscaping, and street improvements, including pavements, curbs, gutters, and sidewalks, which are located on easements or parcels 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 Covenants referenced hereon." 3. Stormwater: Please address all outstanding comments in the attached Stormwater Utility memo from Noah Stamm, Drainage Engineer, April 3, 2023. a) Provide a dedication for Tract A-proposed language: Change Tract A to Parcel A, "Parcel A is hereby reserved for drainage and detention to be owned and maintained by all owners

	within the subdivision subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced herein. Parcel A in its entirety is dedicated to the City as a drainage easement.” 4. Wastewater: All Wastewater labels on the subdivision plat, special area plan plat, utility plans, and commercial submittal. 5. Public Works: a) Amend the cul-de-sac design according to the redline comments provided by Joe Martellaro, “JM-Redline Comments-3-27-2023.” b) Provide a public ingress/egress easement beginning at the eastern terminus of the extension of Reno Ave. extending east to the adjacent Parcel B. The easement should have the same width as the private street (Reno Ave.) and follow the alignment shown on Sheet 15 of the Utility Plan. The easement must also be shown on the subdivision plat and special area plan plat and include a dedication statement on Sheet 1 of the subdivision plat. The purpose of this easement is to provide commercial access to Parcel B when future development occurs.
--	--

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The site was originally developed as the Lake Avenue Drive-In Movie Theater which operated until sometime after 1981. The northern portion of the site, which has a 50-foot ingress/egress easement, historically served as a turn-around for cars headed south on Oakland Ave., Orman Ave., and Cedar St. The proposed subdivision will accommodate similar movements with two cul-de-sacs constructed at the end of Oakland and E. Orman Ave. The site is currently undeveloped and contains native grasses.

❑ **Neighborhood Compatibility:**

North	B-4, Commercial Business District, Mercado Motors I-2, Light Industrial, developed with a single-family residence R-2, Single-family residential, single-family homes
East	B-3, Highway and Arterial Business District, unimproved.
South	S-1, Government Use, W. Pueblo Blvd.
West	B-4, Fort's RV Park and Loaf and Jug

❑ **Comprehensive Plan Compliance:**

The project site is designated by the Comprehensive Plan as Commercial Mixed-Use, which allows for a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Primary land uses include retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and other supporting services. The proposed commercial subdivision and future development is consistent with the Commercial Mixed-Use land use category.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- All lots exceed the 5,000 square foot lot minimum area.

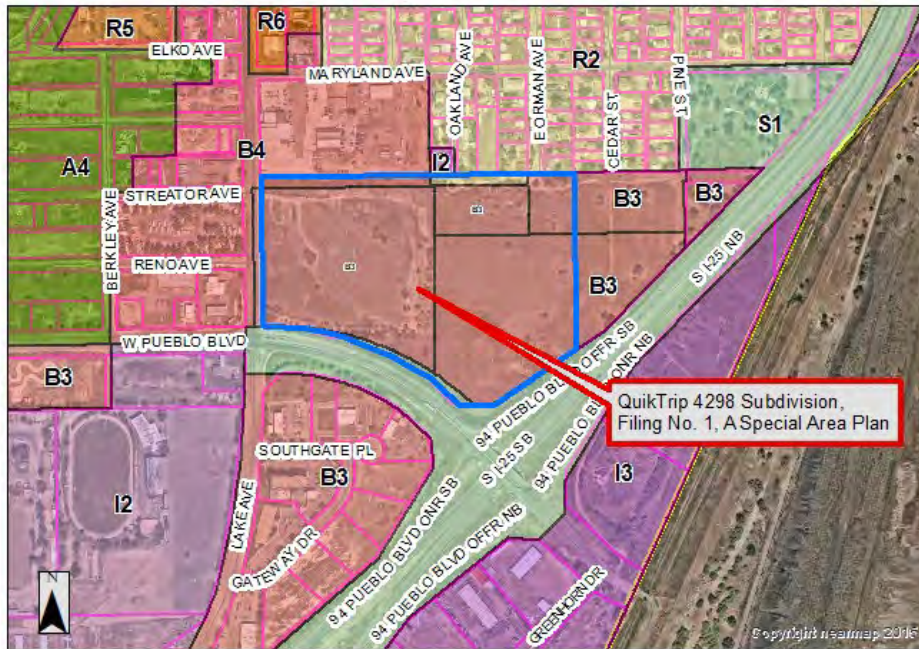
REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Comments included in conditions
- City Transportation: Comments included in conditions
- City Law Department: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: No comment
- Pueblo Board of Water Works: Comments included in the subdivision conditions
- City Wastewater: Comments included in the subdivision conditions
- City Stormwater: Comments included in conditions
- City Parks and Recreation Department: No comment
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No comment
- CDOT: See the attached memo from Arthur Gonzales, Access Management, December 30, 2022
- Pueblo Board of Water Works: Please see letter from Steven Anselmo, Engineering Manager, Pueblo Board of Water Works, March 31, 2023

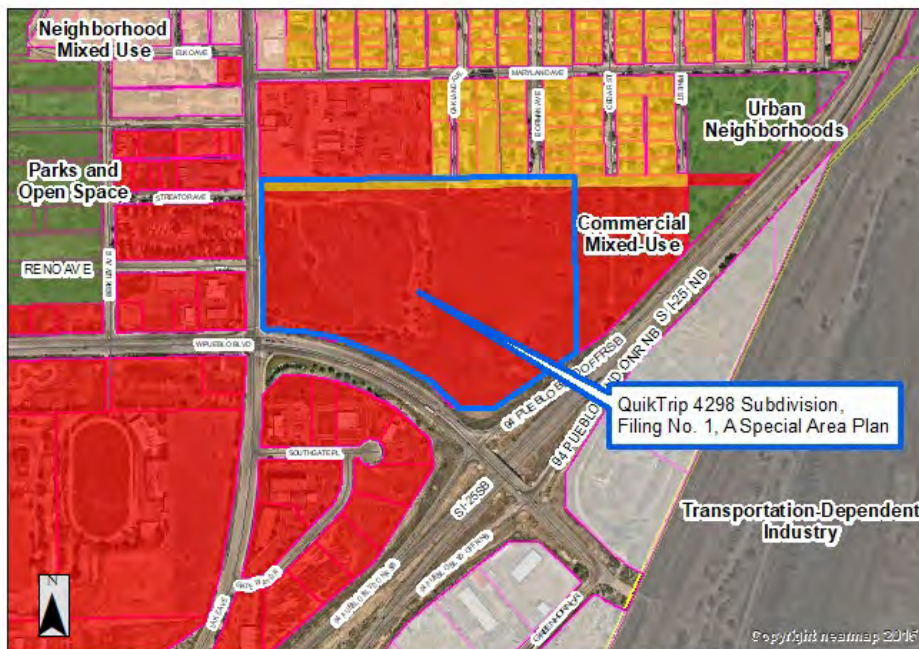
ATTACHMENTS:

- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Site Photographs
- SRC Memo, April 5, 2023
- Subdivision
- Comment Attachments

**A. Aerial Photograph**



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



View looking north from Lake Ave, the subdivision site is located to the east



View of the subdivision site looking northeast from Lake Ave.

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 5, 2023

Subject: S-22-11 and SAP-23-02 QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN

S-22-11 QUIKTRIP 4298 SUBDIVISION FILING NO. 1, 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:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings.
Plat Deficiencies:	Multiple deficiencies related to plat statements, declaration of covenants, and stormwater. All deficiencies are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Transportation: a) Provide a dedication and maintenance statement for the proposed private streets. Proposed language: "Tracts B and C are hereby dedicated for public ingress/egress, sanitary sewer, and public utilities. Streets, curbs and gutters, and sidewalks located within Tracts B and C 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." b) Provide a dedication for the Oakland Ave. and East Orman Ave. cul-de-sacs, proposed language: "All public rights of way, shown hereon, Lake Ave., Oakland Ave., and E. Orman Ave., are dedicated to the public for perpetual use." c) Provide a dedication statement for the Declaration of Covenants, proposed language: "All of the property shown on this plat shall be subject to the terms and conditions defined in and described in the Declaration of Covenants dated _____, and recorded in the office of the Clerk and Recorder of Public County, Colorado." d) Provide an acknowledgment of access restrictions. Proposed language: "The undersigned (owner(s)) hereby consent to the access restrictions shown hereon." e) Dedicate additional Lake Avenue right of way north of Tract B and running north the entire length of the subdivision. The area to be

	dedicated shall be consistent in width with the Lake Ave. right of way dedicated south of Tract B. The additional Lake Ave. right of way that will be dedicated shall be depicted on the supplemental, utility, and Special Area Plan plats. f) Amend the Utility Plan to show proposed all proposed rights of way and easements. 2. Planning: Provide a dedication statement for the maintenance of landscaping of common areas, to include Tract A, Drainage Easement and any other common areas created by the Special Area Plan. Proposed language “all drainage facilities, sanitary sewer facilities, landscaping, and street improvements, including pavements, curbs, gutters, and sidewalks, which are located on easements or parcels 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 Covenants referenced hereon.” 3. Stormwater: Please address all outstanding comments in the attached Stormwater Utility memo from Noah Stamm, Drainage Engineer, April 3, 2023. a) Provide a dedication for Tract A-proposed language: Change Tract A to Parcel A, “Parcel A is hereby reserved for drainage and detention to be owned and maintained by all owners within the subdivision subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced herein. Parcel A in its entirety is dedicated to the City as a drainage easement.” 4. Wastewater: All Wastewater labels on the subdivision plat, special area plan plat, utility plans, and commercial submittal. 5. Public Works: a) Amend the cul-de-sac design according to the redline comments provided by Joe Martellaro, “JM-Redline Comments-3-27-2023.” b) Provide a public ingress/egress easement beginning at the eastern terminus of the extension of Reno Ave. extending east to the adjacent Parcel B. The easement should have the same width as the private street (Reno Ave.) and follow the alignment shown on Sheet 15 of the Utility Plan. The easement must also be shown on the subdivision plat and special area plan plat and include a dedication statement on Sheet 1 of the subdivision plat. The purpose of this easement is to provide commercial access to Parcel B when future development occurs.
--	---

SAP-23-02 QUIKTRIP 4298 SUBDIVISION FILING NO. 1, 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. The Special Area Plan Plat must include a statement providing for the continuous maintenance of 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 the City Council need not be maintained by such corporation or homeowners
--------------------------------	---

association. Planning staff recommends the Planning and Zoning Commission condition the recommendation of SAP approval upon a maintenance statement, approved by Planning and Public Works staff, be added to the SAP prior to City Council review.

2. The Special Area Plan Plat must include provisions for the landscaping of Tract A in accordance with Section 17-4-7, (3), a. and 17-4-7, (3), g. providing a landscape setback and native grasses within the detention pond. The landscape setback must have permanent irrigation, and, at a minimum, the detention pond must have temporary irrigation to establish the seed mix.
3. Amend the title of the SAP plat to read, "QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN."
4. Show the additional Lake Avenue right of way dedication north of Tract B on the SAP Plat.
5. Insure that all Wastewater references on the SAP, Subdivision, Utility Plan, etc. match the commercial development review plans.

QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN

A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

SHEET 1 OF 4

LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS: QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

PARCEL A, LAKE AVENUE SUBDIVISION, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278380, COUNTY OF PUEBLO, STATE OF COLORADO, AS AMENDMENT BY THE REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278490, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 1,235,340 SQUARE FEET OR 28.360 ACRES, MORE OR LESS.

HAVE CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR PUBLIC INGRESS/EGRESS AND PUBLIC UTILITIES, THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, AND DIMENSIONED AS SHOWN ON THE ANNEXED PLAT, FOR PURPOSES OF CREATING A SUBDIVISION TO BE KNOWN AS **QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN**.

WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES INCLUDING BUT NOT LIMITED TO SANITARY AND STORMWATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FORM THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED.

STREETS, CURBS & GUTTERS, AND SIDEWALKS LOCATED WITHIN INGRESS/EGRESS OR ACCESS EASEMENTS, AS 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.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) 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.

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

IN WITNESS WHEREOF, TROY DEVOS, DIRECTOR OF REAL ESTATE OF QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, SETS HIS HAND AND SEAL THIS ____ DAY OF _____, 2023.

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

TROY DEVOS, DIRECTOR OF REAL ESTATE
QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

STATE OF COLORADO)
)SS
COUNTY OF ADAMS)

THE ABOVE AND FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2023, BY TROY DEVOS, DIRECTOR OF REAL ESTATE OF QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL.

BY _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC



SHEET INDEX

SHEET 1 - NOTES, DEDICATIONS AND SIGNATURE BLOCKS
SHEET 2 - EXISTING BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS
SHEET 3 - NEWLY CREATED LOTS DETAIL
SHEET 4 - NEWLY CREATED EASEMENTS DETAIL

GENERAL NOTES

1. THE TOTAL ACREAGE OF THIS FINAL PLAT IS 1,235,340 SQUARE FEET OR 28.360 ACRES, MORE OR LESS.
2. THE DATE OF FIELD WORK FOR THIS PLAT WAS PERFORMED ON JANUARY 13, 2022.
3. THIS PLAT WAS PREPARED ON THE 3RD DAY OF AUGUST, 2022.
4. ALL DISTANCES SHOWN HEREON ARE BASED UPON THE U.S. SURVEY FOOT.
5. THE BASIS OF BEARINGS FOR THIS PLAT IS BASED UPON THE NORTH LINE OF LAKE AVENUE SUBDIVISION, PER THE PLAT RECORDED MAY 24, 2022 AT RECEPTION NO. 2278380 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF PUEBLO, STATE OF COLORADO, AS AMENDED BY THE REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278490 IN SAID OFFICE OF THE CLERK AND RECORDER, WHICH BEARS NORTH 88°54'23" EAST BETWEEN THE MONUMENTS AS SHOWN HEREIN.
6. THIS SURVEY OR PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY ALTURA LAND CONSULTANTS, LLC TO DETERMINE TITLE, RIGHTS-OF-WAY AND EASEMENTS OF RECORD. TITLE COMMITMENT NO. N0035858-030-TH-NB WITH AN EFFECTIVE DATE OF MAY 31, 2022 PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WAS RELIED UPON FOR FOR ALL INFORMATION REGARDING RECORD TITLE, RIGHTS-OF-WAY AND EASEMENTS.
7. 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.

NOTICE

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS 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 ROADS AND OTHER PARKS AND 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, PARKS, AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. THE CITY DOES NOT ACCEPT THE PRIVATE ROADS, EASEMENTS AND FACILITIES DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

SURVEYOR'S CERTIFICATE

I, JESUS A. LUGO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, LICENSE NUMBER 38081, DO HEREBY CERTIFY THAT THE SURVEY OF QUIKTRIP 4298 SUBDIVISION FILING NO. 1 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE 13TH DAY OF JANUARY, 2022, AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

SIGNED THIS ____ DAY OF _____, 2023.

JESUS A. LUGO, PLS 38081
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC

IMPROVEMENT CERTIFICATE

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OR ORDINANCES, CITY OR PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

PLANNING COMMISSION CERTIFICATION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON PLANNING COMMISSION

DATE

APPROVAL FOR RECORDING

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF QUIKTRIP 4298 SUBDIVISION FILING NO. 1 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

CITY CLERK

DATE

TRACT USE SUMMARY TABLE					
TRACT/DRIVE	S.F.±	ACRES±	USE	OWNER	MAINTAINED BY
A	48,294	1.109	DRAINAGE EASEMENT IN ITS ENTIRETY	METRO DIST	METRO DIST
B (STREATOR AVE.)	20,169	0.463	ACCESS, SANITARY SEWER AND PUBLIC UTILITY EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS
C (GALLO WAY)	9,674	0.222	ACCESS, SANITARY SEWER AND PUBLIC UTILITY EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS
D (RENO AVENUE)	22,025	0.506	ACCESS, SANITARY SEWER AND PUBLIC UTILITY EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS
E (ACORD WAY)	9,631	0.221	ACCESS, SANITARY SEWER AND PUBLIC UTILITY EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS
F	26,968	0.619	DRAINAGE EASEMENT IN ITS ENTIRETY	METRO DIST	METRO DIST

DATE	BY	DESCRIPTION
08/03/22	KJS	PREPARED
01/04/23	KJS	1ST SUBMITTAL REVIEW REVISION
03/20/23	KJS	2ND SUBMITTAL REVIEW REVISION



6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

JOB NO. 21306

COVER SHEET

SHEET 1 OF 4

A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LAKE AVENUE SUBDIVISION
(REC. NO. 2278380)
AS AMENDED BY
REARRANGEMENT OF PROPERTY
BOUNDARIES RPB-22-04
(REC. NO. 2278490)

PARCEL A
1,235,340 Square Feet
or 28.360 Acres±

PARCEL B

LINE TABLE

LINE	BEARING	LENGTH
L1	S01°05'37"E(M)	50.00'(M&R)
L2	S88°54'03"W(M)	15.20'(M)

PROJECT COORDINATE TABLE
COLORADO STATE PLANE SOUTH ZONE (ZONE 503) NAD 83
C.S.F.=0.999740705632

POINT	LATITUDE	LONGITUDE	GRID NORTHING	GRID EASTING	PROJECT NORTHING	PROJECT EASTING
A	N38°13'14.81"	W104°37'29.92"	1567070.88	3251380.37	1567066.78	3251386.36
B	N38°13'14.95"	W104°37'11.79"	1567098.50	3252827.03	1567094.41	3252833.40
C	N38°13'06.81"	W104°37'11.70"	1566275.18	3252841.57	1566270.87	3252746.80
D	N38°13'04.39"	W104°37'17.64"	1566026.26	3252370.22	1566021.89	3252847.94
E	N38°13'08.03"	W104°37'29.85"	1566385.08	3251392.48	1566380.81	3251398.48

ABBREVIATION LEGEND

REC NO	RECEPTION NUMBER	R	RADIUS
BK/PG	BOOK/PAGE	Δ	DELTA/CENTRAL ANGLE
R.O.W.	RIGHT-OF-WAY	L	ARC LENGTH
PLS	PROFESSIONAL LAND SURVEYOR	CHB	CHORD BEARING
LS	LAND SURVEYOR	CH	CHORD DISTANCE

LINE TABLE				
LINE	BEARING		LENGTH	
L1	S01°05'37"E(M)	S01°00'44"E(R)	50.00'(M&R)	
L2	S88°54'03"W(M)	S88°54'23"W(R)	15.20'(M)	14.93'(R)

LINE LEGEND

-  = SUBJECT PARCEL BOUNDARY LINES
 = ADJOINING PARCEL BOUNDARY LINES
 = EXISTING EASEMENT LINES
 = NO VEHICULAR ACCESS

MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"

MISCELLANEOUS NOTES

- (R) INDICATES RECORD INFORMATION PER THE REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278490 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF PUEBLO, STATE OF COLORADO.
- (M) INDICATES MEASURED BEARINGS AND DISTANCES.
- (M&R) INDICATES MEASURED AND RECORD BEARINGS AND DISTANCES.

ABBREVIATION LEGEND

REC NO	RECEPTION NUMBER	R	RADIUS
BK/Pg	BOOK/PAGE	Δ	DELTA/CENTRAL ANGLE
R.O.W.	RIGHT-OF-WAY	L	ARC LENGTH
PLS	PROFESSIONAL LAND SURVEYOR	CHB	CHORD BEARING
LS	LAND SURVEYOR	CH	CHORD DISTANCE

PROJECT COORDINATE TABLE						
COLORADO STATE PLANE			SOUTH ZONE (ZONE 503) NAD 83			
C.S.F.=0.999740705632			GRID NORTHING	GRID EASTING	PROJECT NORTHING	PROJECT EASTING
POINT	LATITUDE	LONGITUDE				
A	N38°13'14.81"	W104°37'29.92"	1567070.88	3251380.37	1567066.78	3251386.36
B	N38°13'14.95"	W104°37'11.79"	1567098.50	3252827.03	1567094.41	3252833.40
C	N38°13'06.81"	W104°37'11.70"	1566275.18	3252841.57	1566270.87	3252746.80
D	N38°13'04.34"	W104°37'16.64"	1566026.26	3252370.22	1566021.89	3252847.94
E	N38°13'08.03"	W104°37'29.85"	1566385.08	3251392.48	1566380.81	3251398.48

DATE	BY	DESCRIPTION
08/03/22	KJS	PREPARED
01/04/23	KJS	1ST SUBMITTAL REVIEW REVISION
03/20/23	KJS	2ND SUBMITTAL REVIEW REVISION



6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

This figure is a detailed plat map titled "AS REPLATTED DETAIL SHEET 3 OF 4". It shows a large parcel being divided into several lots and tracts. The map includes various easements, such as drainage easements (TRACT A, B, F), utility easements (Southern Colorado Power Company, City of Pueblo Sewer), and public ingress/egress/utility easements. Key features include:

- Lake Avenue**: Public right-of-way, width varies.
- Oakland Avenue**: Boundary line.
- East Orman Avenue**: Boundary line.
- Cedar Street**: Boundary line.
- Interstate Highway 25**: Public right-of-way, width varies.
- Southgate at Pueblo Subdivision**: Filing No. 1, Rec. No. 1214507.

The map contains two tables:

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	35.00'	45°43'03"	27.93'	S68°14'06"E	27.19'
C2	100.00'	06°50'34"	11.94'	S87°40'20"E	11.94'
C3	100.00'	06°50'34"	11.94'	S87°40'20"E	11.94'
C4	30.00'	90°04'53"	47.17'	S46°03'10"E	42.46'
C5	35.00'	54°25'14"	33.24'	N61°41'46"E	32.01'
C6	100.00'	06°50'51"	11.95'	N85°28'57"E	11.94'
C7	100.00'	06°51'47"	11.98'	N85°29'25"E	11.97'
C8	35.00'	45°47'15"	27.97'	N66°00'46"E	27.23'
C9	100.00'	06°50'34"	11.94'	N85°29'06"E	11.94'
C10	100.00'	06°49'40"	11.92'	N85°28'39"E	11.91'
C11	25.00'	90°00'00"	39.27'	S46°05'37"E	35.36'
C12	25.00'	90°00'00"	39.27'	S43°54'23"W	35.36'
C13	100.00'	06°50'17"	11.93'	N87°40'29"W	11.93'
C14	100.00'	06°50'17"	11.93'	N87°40'29"W	11.93'
C15	35.00'	45°56'07"	28.06'	N68°07'33"W	27.31'
C16	35.00'	28°06'13"	17.17'	N77°02'31"W	17.00'
C17	35.00'	17°49'55"	10.89'	N54°04'27"W	10.85'
C18	25.00'	90°00'00"	39.27'	N43°54'23"E	35.36'
C19	30.00'	90°04'53"	47.17'	S46°03'10"E	42.46'
C20	30.00'	89°55'07"	47.08'	S43°56'50"W	42.40'
C21	25.00'	90°00'00"	39.27'	N46°05'37"W	35.36'
C22	52.00'	309°55'47"	281.28'	N88°46'07"E	44.01'
C23	52.00'	309°55'47"	281.28'	N88°46'07"E	44.01'

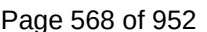
LINE	BEARING	LENGTH
L3	N88°54'23"E	32.03'
L4	S84°15'03"E	13.22'
L5	N88°54'23"E	20.13'
L6	N82°03'32"E	13.20'
L7	N88°54'23"E	32.08'
L8	N82°03'49"E	13.22'
L9	N84°15'20"W	13.25'
L10	S88°54'23"W	32.02'

The map also includes a graphic scale (Scale: 1" = 60'), monument notes, miscellaneous notes, and an abbreviation legend. The bottom section of the map shows the Southgate at Pueblo Subdivision, Filing No. 1, Rec. No. 1214507, and the Interstate Highway 25 boundary.

SHEET 3 OF 4


ALTURA
LAND CONSULTANTS
6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303
JOB NO. 21306

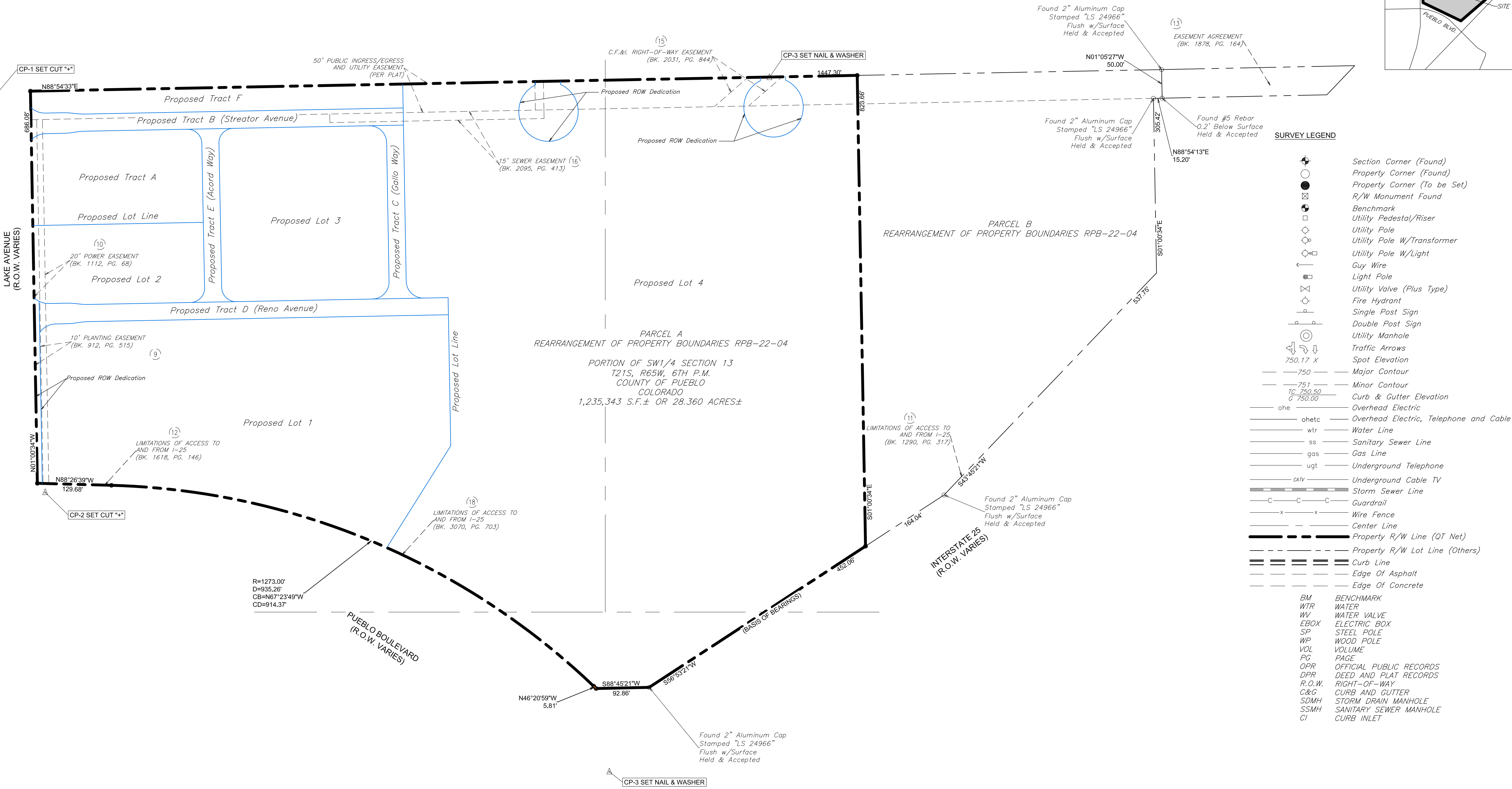
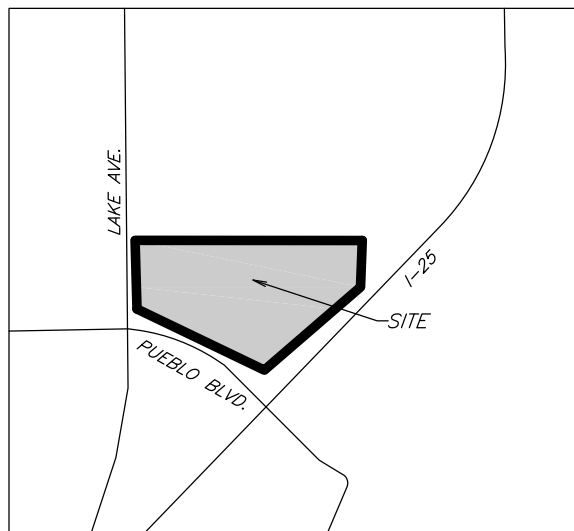
A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.



QUIKTRIP 4298 SUBDIVISION FILING NO. 1 SUPPLEMENTAL MAP

BOUNDARY DETAIL
SCALE: 1" = 100'

LOCATION MAP



- SURVEY LEGEND**
- Section Corner (Found)
 - Property Corner (Found)
 - Property Corner (To be Set)
 - R/W Monument Found
 - Benchmark
 - Utility Pedestal/Riser
 - Utility Pole
 - Utility Pole W/Transformer
 - Utility Pole W/Light
 - Guy Wire
 - Light Pole
 - Utility Valve (Plus Type)
 - Fire Hydrant
 - Single Post Sign
 - Double Post Sign
 - Utility Manhole
 - Traffic Arrows
 - Spot Elevation
 - Major Contour
 - Minor Contour
 - Curb & Gutter Elevation
 - Overhead Electric
 - Overhead Electric, Telephone and Cable
 - Water Line
 - Sanitary Sewer Line
 - Gas Line
 - Underground Telephone
 - Underground Cable TV
 - Storm Sewer Line
 - Guardrail
 - Wire Fence
 - Center Line
 - Property R/W Line (QT Net)
 - Property R/W Lot Line (Others)
 - Curb Line
 - Edge Of Asphalt
 - Edge Of Concrete
- BENCHMARK**
- WTR WATER
 - WV WATER VALVE
 - EBOX ELECTRIC BOX
 - SP STEEL POLE
 - WP WOOD POLE
 - VOL VOLUME
 - PG PAGE
 - OPR OFFICIAL PUBLIC RECORDS
 - QPR DEED AND PLAT RECORDS
 - R.O.W. RIGHT-OF-WAY
 - C&G CURB AND GUTTER
 - SDMH STORM DRAIN MANHOLE
 - SSMH SANITARY SEWER MANHOLE
 - CI CURB INLET

QuikTrip No. 4298
LAKE AVE. & PUEBLO BLVD.
PUEBLO, CO.



© COPYRIGHT QUIKTRIP CORPORATION 2011
ANY UNAUTHORIZED USE, REPRODUCTION,
PUBLICATION, DISTRIBUTION, OR SALE IN
WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE: X
DIVISION: X
VERSION: X
DESIGNED BY: X
DRAWN BY: JT
REVIEWED BY: JAL

REV	DATE	DESCRIPTION	1st SUBMITTAL REVIEW REVISION	2nd SUBMITTAL REVIEW REVISION
1	12/1/23			
2	1/10/24			

ORIGINAL ISSUE DATE: JAN. 18, 2022

SHEET TITLE:
BOUNDARY & EXISTING
EASEMENT DETAIL

SHEET NUMBER:
C021



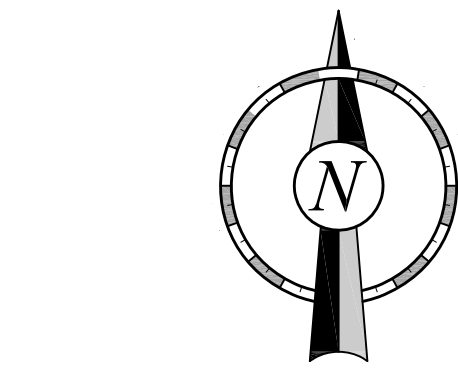
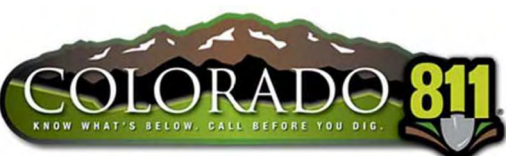
Altura Land Consultants, LLC
Jesus A. Lugo, PLS
6950 S. Tucson Way, Unit C, Centennial, CO. 80112

CP	NORTHING	EASTING	ELEV	DESCRIPTION
CP-1	1567042.46	3251310.66	4809.43'	SET CUT CROSS
CP-2	1566364.88	3251412.11	4817.06'	SET CUT CROSS
CP-3	1565876.28	3252399.46	4840.46'	SET NAIL & WASHER
CP-4	1567090.80	3252679.63	4806.58'	SET NAIL & WASHER

THE CONTROL POINTS SHOWN HEREON SHALL BE USED FOR THE DEVELOPMENT OF THE PROJECT. ALTURA LAND CONSULTANTS, LLC WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY DEVIATION FROM THE USE OF SAID CONTROL POINTS DURING THE DEVELOPMENT OF THE PROJECT.

Underground Utility Note:

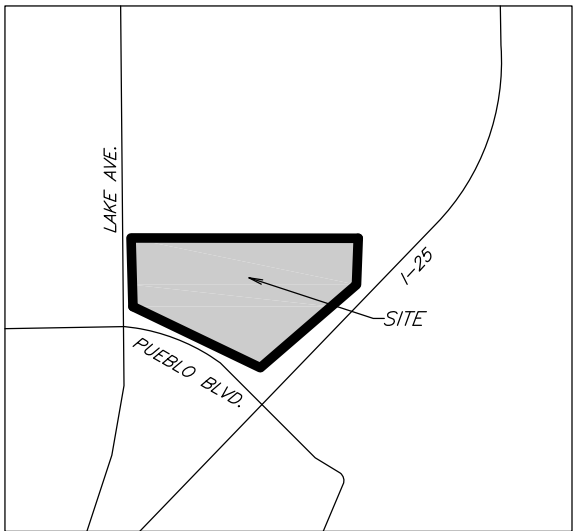
BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH ALTURA LAND CONSULTANTS, LLC OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POT-HOLING. ALTURA LAND CONSULTANTS, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.



QUIKTRIP 4298 SUBDIVISION FILING NO. 1 SUPPLEMENTAL MAP

SITE DETAIL
SCALE: 1" = 50'

LOCATION MAP



SURVEY LEGEND

- Section Corner (Found)
- Property Corner (Found)
- Property Corner (To be Set)
- R/W Monument Found
- Benchmark
- Utility Pedestal/Riser
- Utility Pole
- Utility Pole W/Transformer
- Utility Pole W/Light
- Guy Wire
- Light Pole
- Utility Valve (Plus Type)
- Fire Hydrant
- Single Post Sign
- Double Post Sign
- Utility Manhole
- Traffic Arrows
- Spot Elevation
- Major Contour
- Minor Contour
- Curb & Gutter Elevation
- Overhead Electric
- Overhead Electric, Telephone and Cable
- Water Line
- Sanitary Sewer Line
- Gas Line
- Underground Telephone
- Underground Cable TV
- Storm Sewer Line
- Guardrail
- Wire Fence
- Center Line
- Property R/W Line (QT Net)
- Property R/W Lot Line (Others)
- Curb Line
- Edge Of Asphalt
- Edge Of Concrete

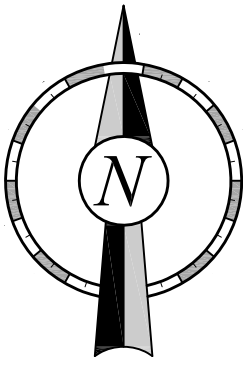
- BM BENCHMARK
- WTR WATER
- WV WATER VALVE
- EBOX ELECTRIC BOX
- SP STEEL POLE
- WP WOOD POLE
- VOL VOLUME
- OPR OFFICIAL PUBLIC RECORDS
- OPR DEED AND PLAT RECORDS
- R.O.W. RIGHT-OF-WAY
- C&G CURB AND GUTTER
- SDMH STORM DRAIN MANHOLE
- SSMH SANITARY SEWER MANHOLE
- CI CURB INLET



Altura Land Consultants, LLC
Jesus A. Lugo, PLS
6950 S. Tucson Way, Unit C, Centennial, CO. 80112

Underground Utility Note:

BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH ALTURA LAND CONSULTANTS, LLC. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE DERIVED BY FIELD POT-HOLING. ALTURA LAND CONSULTANTS, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.



MODIFIED PROJECT GROUND CONTROL (NAD 83)				
CP	NORTHING	EASTING	ELEV.	DESCRIPTION
CP-1	1567042.46	3251310.66	4809.43'	SET CUT CROSS
CP-2	1566364.88	3251412.11	4817.06'	SET CUT CROSS
CP-3	1565876.28	3252399.46	4840.46'	SET NAIL & WASHER
CP-4	1567090.80	3252679.63	4806.58'	SET NAIL & WASHER

THE CONTROL POINTS SHOWN HEREON SHALL BE USED FOR THE DEVELOPMENT OF THE PROJECT. ALTURA LAND CONSULTANTS, LLC WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY DEVIATION FROM THE USE OF SAID CONTROL POINTS DURING THE DEVELOPMENT OF THE PROJECT.

PROJECT NO.: 21306

QuikTrip No. 4298
LAKE AVE. & PUEBLO BLVD.
PUEBLO, CO.



© COPYRIGHT QUIKTRIP CORPORATION 2011
ANY UNAUTHORIZED USE, REPRODUCTION,
PUBLICATION, DISTRIBUTION, OR SALE IN
WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE:	X
DIVISION:	X
VERSION:	X
DESIGNED BY:	X
DRAWN BY:	JT
REVIEWED BY:	JAL

REV	DATE	DESCRIPTION	BY	CHK	DATE	DESCRIPTION	BY	CHK
1	1/17/23	1ST SUBMITTAL	JT					
2	1/17/23	2ND SUBMITTAL	JT					

SHEET TITLE:
TOPOGRAPHIC SURVEY
DETAIL

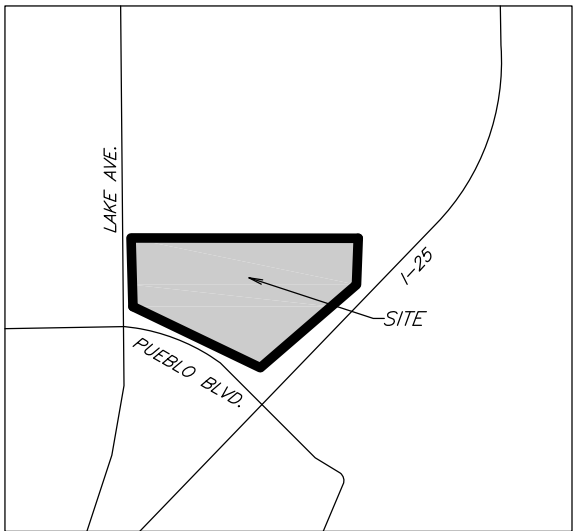
SHEET NUMBER:

C022

QUIKTRIP 4298 SUBDIVISION FILING NO. 1 SUPPLEMENTAL MAP

SITE DETAIL
SCALE: 1" = 50'

LOCATION MAP



SURVEY LEGEND

- Section Corner (Found)
 - Property Corner (Found)
 - Property Corner (To be Set)
 - R/W Monument Found
 - Benchmark
 - Utility Pedestal/Riser
 - Utility Pole
 - Utility Pole W/Transformer
 - Utility Pole W/Light
 - Guy Wire
 - Light Pole
 - Utility Valve (Plus Type)
 - Fire Hydrant
 - Single Post Sign
 - Double Post Sign
 - Utility Manhole
 - Traffic Arrows
 - Spot Elevation
 - Major Contour
 - Minor Contour
 - Curb & Gutter Elevation
 - Overhead Electric
 - Overhead Electric, Telephone and Cable
 - Water Line
 - Sanitary Sewer Line
 - Gas Line
 - Underground Telephone
 - Underground Cable TV
 - Storm Sewer Line
 - Guardrail
 - Wire Fence
 - Center Line
 - Property R/W Line (QT Net)
 - Property R/W Lot Line (Others)
 - Curb Line
 - Edge Of Asphalt
 - Edge Of Concrete
- BM BENCHMARK
WTR WATER
WV WATER VALVE
EBOX ELECTRIC BOX
SP STEEL POLE
WP WOOD POLE
VOL VOLUME
PG PAGE
OPR OFFICIAL PUBLIC RECORDS
DPR DEED AND PLAT RECORDS
R.O.W. RIGHT-OF-WAY
C&G CURB AND GUTTER
SDMH STORM DRAIN MANHOLE
SSMH SANITARY SEWER MANHOLE
CI CURB INLET

QuikTrip No. 4298
LAKE AVE. & PUEBLO BLVD.
PUEBLO, CO.



© COPYRIGHT QUIKTRIP CORPORATION 2011
ANY UNAUTHORIZED USE, REPRODUCTION,
PUBLICATION, DISTRIBUTION, OR SALE IN
WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE: X
DIVISION: X
VERSION: X
DESIGNED BY: X
DRAWN BY: JT
REVIEWED BY: JAL

REV	DATE	DESCRIPTION	1ST SUBMITTAL REVIEW REVISION	2ND SUBMITTAL REVIEW REVISION
1	1/17/23			
2	1/17/23			

ORIGINAL ISSUE DATE: JAN. 18, 2022

SHEET TITLE:
TOPOGRAPHIC SURVEY
DETAIL

SHEET NUMBER:
C024



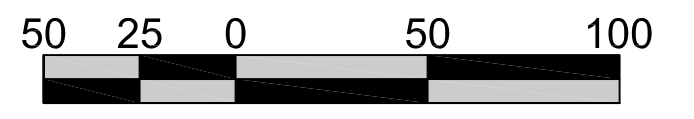
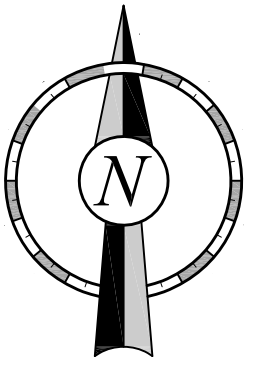
Altura Land Consultants, LLC
Jesus A. Lugo, PLS
6950 S. Tucson Way, Unit C, Centennial, CO, 80112

MODIFIED PROJECT GROUND CONTROL (NAD 83)				
CP	NORTHING	EASTING	ELEV	DESCRIPTION
CP-1	1567042.46	3251310.66	4809.43'	SET CUT CROSS
CP-2	1566364.88	3251412.11	4817.06'	SET CUT CROSS
CP-3	1565876.28	3252399.46	4840.46'	SET NAIL & WASHER
CP-4	1567090.80	3252679.63	4806.58'	SET NAIL & WASHER

THE CONTROL POINTS SHOWN HEREON SHALL BE USED FOR THE DEVELOPMENT OF THE PROJECT. ALTURA LAND CONSULTANTS, LLC WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY DEVIATION FROM THE USE OF SAID CONTROL POINTS DURING THE DEVELOPMENT OF THE PROJECT.

Underground Utility Note:

BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES, NOT CONNECTED WITH ALTURA LAND CONSULTANTS, LLC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POT-HOLING. ALTURA LAND CONSULTANTS, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.



Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner
FROM: Noah Stamm, Drainage Engineer
DATE: April 3, 2023
SUBJECT: S-22-11 3rd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = November 16 comments
Blue = February 16 comments
Red = April 3 comments
(Crossed out items indicate they have been addressed.)

Part I

Plat Comments

- ~~1. Please include the following dedication statement on the plat:
"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"~~
2. Provide a stormwater facility maintenance agreement per Pueblo Municipal Code 16.12.10.d. A template and guide have been provided. **This was not submitted. This needs submitted ASAP for review, this will hold up the recording of the plat as they have to be recorded together.**
3. See redlined plat for additional comments. **See 2nd redlined plat. Tract A needs to have a drainage easement over the top or include a dedication statement stating the entirety of Tract A is a drainage easement. See 3rd redlined plat.**

Preliminary Drainage Report Comments

- ~~1. Drainage report checklist signed by the engineer must be included~~
- ~~2. Cover letter and certification by engineer must be included.~~
3. Discussion of erosion control and water quality treatment needed in body of report. **Only talked about during construction include information on EDB and city's MS4 permit. Still needed.**

4. Discussion of Maintenance responsibilities of drainage facilities needed in body of report. Reference Stormwater Facility Maintenance Agreement with the City. ~~Still needed.~~ **Still needed.**
5. ~~Missing engineering statement, flow arrows, property lines, easements with purpose noted, 100-year ponding limit on drainage plan.~~ **Still needed.**
6. See additional preliminary comments in redlined preliminary drainage report. **See redlines from 2nd redlined report, these were not addressed in the 3rd submittal.**
7. ~~Preliminary Erosion Control Plan is required in Part I.~~

***Once comments 3, 4, 5, & 6 have been addressed the preliminary drainage report is approved. The final drainage report will be reviewed in part II and/or the commercial review.**

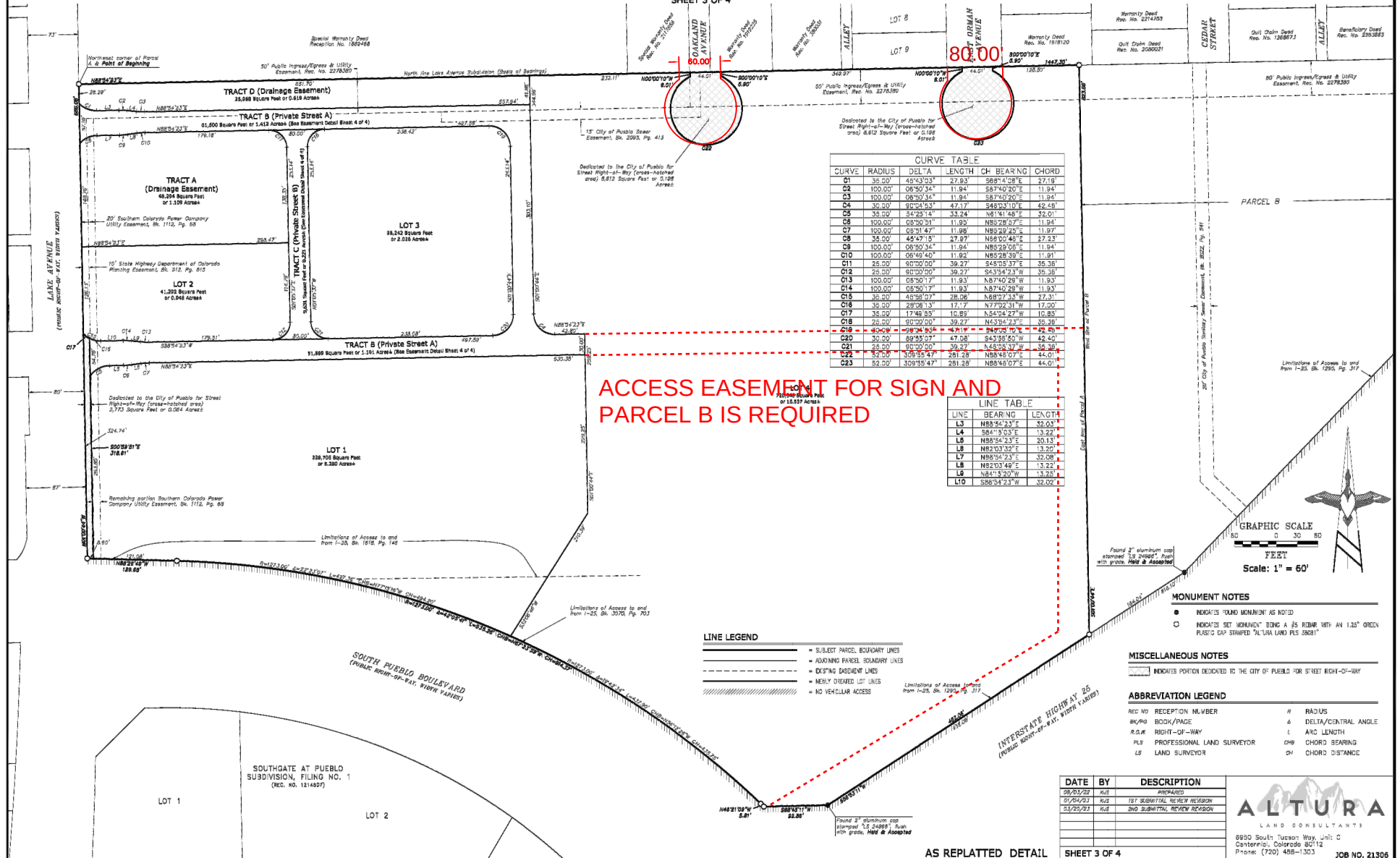
EROSION AND SEDIMENT CONTROL PLAN COMMENTS

1. ~~Provide an Erosion and Sediment Control (ESC) Plan. Please show construction and permanent best management practices (BMPs) for stormwater management, erosion control, sediment control, waste, and pollution control, etc. Show their locations on the plan and **provide details** of each BMP. *At a minimum, each of the following sources and activities shall be evaluated for the potential to contribute pollutants to stormwater discharges, and identified in the ESC Plan if found to have such potential:*~~
 - a) ~~All disturbed and stored soils (stockpiles).~~
 - b) ~~Vehicle tracking of sediments.~~
 - c) ~~Concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment.~~
 - d) ~~On-site waste management practices (waste piles, liquid wastes, dumpsters, etc.).~~
 - e) ~~Non-industrial waste sources such as worker trash and portable toilets.~~
 - f) ~~Outdoor storage activities (building materials, fertilizers, chemicals, etc.).~~
 - g) ~~Routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.~~
 - h) ~~Significant dust or particulate-generating processes.~~
 - i) ~~Management of contaminated soils.~~
 - j) ~~Loading and unloading operations.~~
 - k) ~~Vehicle and equipment maintenance and fueling.~~
 - l) ~~Other areas or procedures where potential spills can occur.~~
2. ~~Please provide the following notes on the ESC Plan:~~
 - a) ~~Prior to any construction, including site grading and excavation, an approved 'Erosion and Sediment Control Plan' shall be posted on-site and all required BMPs installed.~~
 - b) ~~General contractor shall maintain and update the 'Erosion and Sediment Control Plan' as construction dictates. Current and correct plan shall always remain on-site and be readily accessible to the City Stormwater Inspector.~~
 - c) ~~General contractor or his representative shall inspect, at a minimum, the site every 2 weeks and within 24 hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).~~
 - d) ~~General contractor/owner is fully responsible to maintain all required BMPs to prevent erosion and sediment from leaving the construction site.~~
 - e) ~~Failure to comply with minimum requirements is a violation of City Ordinances.~~

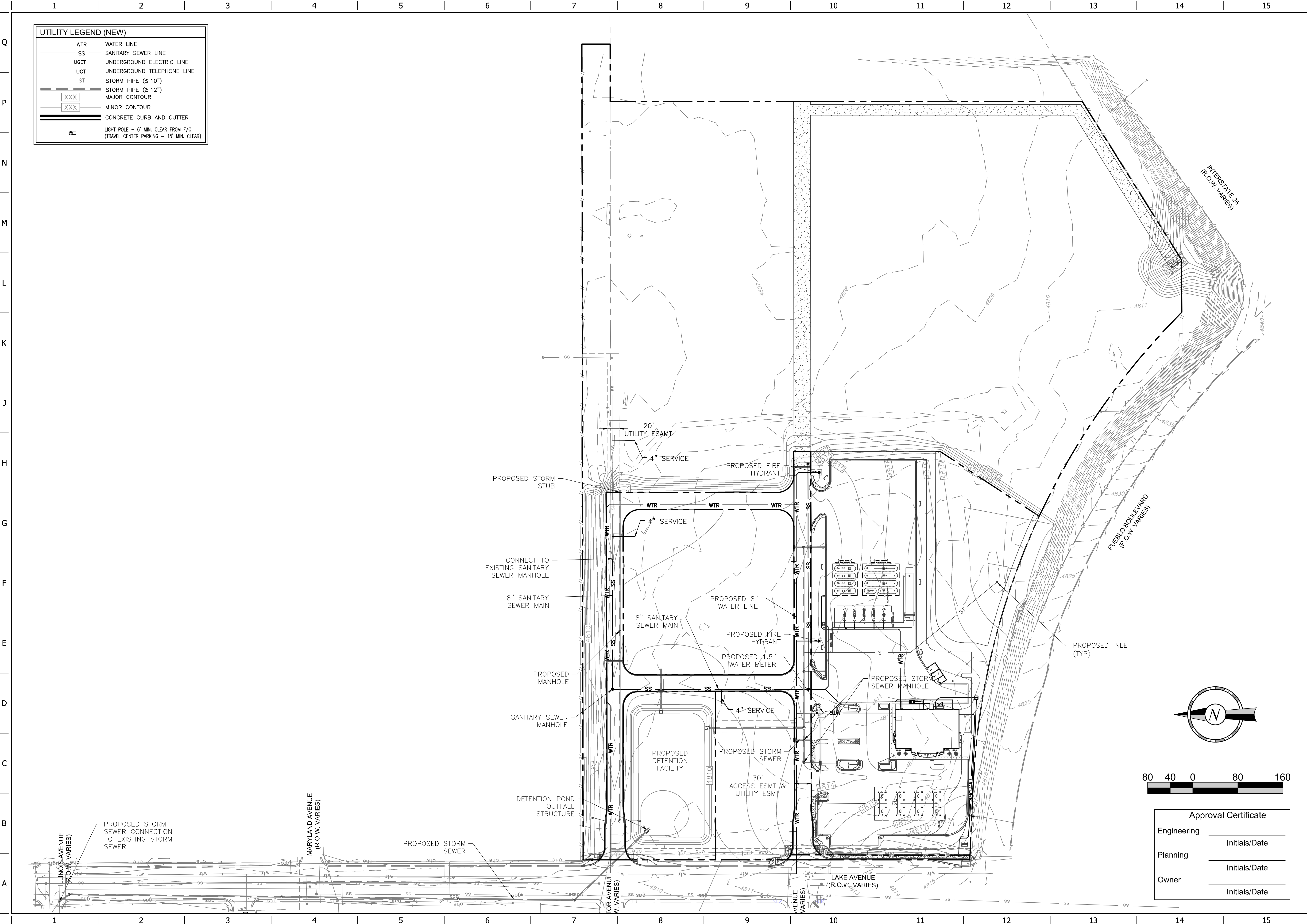
QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN

A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04, LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

SHEET 3 OF 4



FILE LOCATION: H:\QuikTrip\QuikTrip\QKT004298-Pueblo\CO\COV\2-Plan\33-4298_Civil.dwg TAB NAME: Utility - Overall (SF) USER: Helen_Zhong SAVED: 3/2/2023 3:13 PM PLOTTED: 3/2/2023 3:17 PM



PROJECT NO.: QKT004298

Galloway
5501 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4298
NEC PUEBLO BLVD & LAKE AVE
PUEBLO, COLORADO

QT
© COPYRIGHT QUIKTRIP CORPORATION 2011
ANY UNAUTHORIZED USE, REPRODUCTION,
PUBLICATION, DISTRIBUTION, OR SALE IN
WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE:	P-111 (08/09/22)
DIVISION:	83
VERSION:	001
DESIGNED BY:	DLR
DRAWN BY:	DLR
REVIEWED BY:	ACJ

REV	DATE	DESCRIPTION
1	3/2/23	2ND PLANNING SUBMITTAL

ORIGINAL ISSUE DATE: 2/3/2023

SHEET TITLE:

UTILITY PLAN - OVERALL

SHEET NUMBER:

15



Board of Water Works of Pueblo, Colorado

P.O. Box 400 - Pueblo, Colorado 81002-0400 - 719/584-0250 • www.pueblowater.org

Beritt Odom
Principal Planner
City of Pueblo
Planning and Community Development
211 E. D Street
Pueblo, Colorado 81003

March 31, 2023

RE: SAP-23-02 2nd Submittal and S-22-11 Quick Trip 4298 Subdivision

Beritt,

Pueblo Water has reviewed the submittals for said SAP and Subdivision and has the following comments:

1. Utility Plan will need to be corrected per redlines. An 8" PVC is stubbed into property opposite of Reno. Show existing mains in plans along with 50' utility easement on the north side of property (for S-22-11 and SAP)
2. All improvement plans must contain the following notes that states: "Water main will be per Pueblo Water Standard Details and Specifications. All fittings Shall Be Mechanical Joint Type (MJ) with thrust blocks." AND "Water main shall be installed by a Pueblo Water approved contractor" (SAP)
3. Landscape plan does not depict connection to potable water. (SAP)
4. Prior to construction, a main extension agreement will need to be entered between Board and Owner.
5. An existing assessment will need to be paid to the Board when connection is made to the Lake Avenue main. Contact Kristen Garnett @ 719-584-0474.
6. Revise and resubmit plans for approval. Include Pueblo Water Standard Details. Pueblo Water reserves the right to provide further comment.

Regards,

Steve Anselmo, P.E.
Engineering Manager
Pueblo Water
Attachments (1)
Copy: File



COLORADO

Department of Transportation

Region 2 Permits
5615 Wills Blvd.
Pueblo, CO 81008-2349

December 30, 2022

Interstate 25/SH 45/Lake Ave.
City of Pueblo

City of Pueblo
Beritt Odom, Planner
211 E "D" St
Pueblo, CO 81003

RE: Quicktrip #4298 Subdivision - S-22-11, Filing No. 1, SUB, TIS, Drainage

Dear Beritt,

I am in receipt of a referral request for comments for S-22-11 Quick Trip Subdivision, #4298 Subdivision, Filing No. 1, Traffic Impact Study and Hydraulic Study submittals. The Subdivision involves three (3) parcels of land Parcel A, B, C and "JJ Raigoza Park" of the Lake Avenue Subdivision containing 35.61 acres, more or less to subdivide into various parcels with remnants of parcel A, a larger parcel B and 4 lots and Tract "A". Future redevelopment will occur on Lots 1-4 and Tracts "A" of 26.38-acres. This site is currently vacant land previously used as a Drive-In movie theater. The proposed land is located in the SW $\frac{1}{4}$ of Sec 13, T 20S, R 65W, of the 6th PM in Pueblo County, Colorado. The property has the tax schedule No. 1513300064, 1513300051, and 1513300043. After review of all documentation in this Highway and Arterial Business sites Zoned B-3 we have the following comments:

Traffic

The Traffic Impact Study for the Quicktrip #4298 dated April 20, 2022 by Galloway & Company, Inc has been reviewed by a CDOT Traffic Engineer and have the following comments:

- Traffic impact study needs to include volume distribution for I-25 & Pueblo Blvd off-ramps intersections into the study for build out & future year (Phase 1 & 2).
- Traffic impact study needs to include LOSS & Queue Delay analysis at I-25 & Pueblo Blvd off-ramps intersections into the study for build out & future year (Phase 1 & 2).
- ITE Code 945, please clarify/update the TIS to confirm that the TIS is using the most conservative Daily and AM/PM Peak Adjacent Street numbers for trip generation (i.e. GFA vs FP) given the proposed gas station is in the 5.5k to 10k per the supplied civil design plans (please include actual rates uses in Table 5-1).
- Please explain/elaborate the use of the 938 code for the proposed coffee shop; no indication in the TIS that the shop would be considered to have a drive through with no indoor seating; CDOT again prefers the more conservative #s be used given this is TIS is a master plan.
- Pass-by trip reduction for the Phase 2 "coffee shop", per typical reference in ITE, 85% to 93% are typical #s used in prior studies. Please provide justification/explanation (or specific reference/supporting documentation) of Pass-By trip reduction rates utilized in TIS



Hydraulics

The Preliminary Drainage Report for the Quicktrip #4298 dated October 14, 2022 by Galloway & Company, Inc has been reviewed by a CDOT Hydraulics engineer and have the following comments:

- Preliminary drainage design appears to meet CDOT criteria. Please provide final drainage report and plans when available.

Right of Way

The Quick Trip Subdivision (S-22-11) has been reviewed by CDOT Right of Way and have the following comments:

- **Please review the property lines. ROW plans are showing different boundaries. If you have deeds or title work showing something different, please provide for review.**
- **Further review is required. Please resubmit ROW Plans and Subdivision plans.**

Access

My comment follows:

- SH45 at MM0.38 the intersection of SH45 and Lake Ave. is categorized as NR-A and due to the interaction with Interstate 25 no access can be gained from this point or the on and off ramps associated with I-25.
- Section 1.4(1) of the State Highway Access Code, states in part that no person, shall construct any access providing direct vehicular movement to or from any state highway from or to property in close proximity or abutting a state highway without an access permit issued by the designated issuing authority with the written approval of the Department.
- Under Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code, states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinates with the local authority and the Department to determine if a new access permit and modifications to the access are required.
- A CDOT Access Permit is required for this development for close proximity to the state highway system as mentioned above.
- CDOT previously requested that this Development (Quick Trip) and the development located on the SW quadrant corner known as the Dog Track Redevelopment share Traffic Data and studies to fully get the represented amounts of traffic impacts for this intersection. An Updated Traffic Impact Study is being requires of this development.
- Approval for rearrangement and subdivision of parcels does impacts CDOT infrastructure and potentially lot/right f way lines. Right of Way will need to be mitigated please see the comments under Right of Way for that reviewers' comments.
- No direct access to this subdivision will be allowed from SH 45 or any of the ramps, access shall come from Lake Avenue as far north of the intersection as possible but no less than 300-feet from the intersection at SH45/Lake Ave. Access to all the other lots and tracts shall come from an internal roadway system.
- All easterly parcels will require an access easement through the subdivided sections of this development.
- The 12-foot access gate located approximately 50 feet from the I-25/Lake Ave intersection shall be physically removed and shoulder restored to original roadway conditions.

- Access directly across from Streator Ave from gate located approximately 641 feet north from the I-25/Lake Ave intersection is acceptable.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5732 or email Arthur.gonzales@state.co.us with any questions.

Sincerely,



Arthur Gonzales
CDOT R2 Access Management Trainee

Xc: Hu
Jagow
Buford
Pilgrim
Ausbun
Vigil/Regalado/Guagliardo/file

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 Quik Trip Corp.** for approval of the following application:

S-22-11 Subdivision: QuikTrip 4298 Subdivision, Filing No. 1, subdivision of 26.467 acres into four commercial lots and a tract. Generally located north of W. Pueblo Blvd. and east of Lake Ave.

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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, 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
Beritt Odom, Principal Planner
(719) 553-2339

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 Quik Trip Corp.** for approval of the following application:

S-22-11 Subdivision: QuikTrip 4298 Subdivision, Filing No. 1, subdivision of 26.467 acres into four commercial lots and a tract. Generally located north of W. Pueblo Blvd. and east of Lake Ave.

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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, 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
Beritt Odom, Principal Planner
(719) 553-2339

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 Quik Trip Corp.** for approval of the following application:

S-22-11 Subdivision: QuikTrip 4298 Subdivision, Filing No. 1, subdivision of 26.467 acres into four commercial lots and a tract. Generally located north of W. Pueblo Blvd. and east of Lake Ave.

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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, 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
Beritt Odom, Principal Planner
(719) 553-2339

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 Quik Trip Corp.** for approval of the following application:

S-22-11 Subdivision: QuikTrip 4298 Subdivision, Filing No. 1, subdivision of 26.467 acres into four commercial lots and a tract. Generally located north of W. Pueblo Blvd. and east of Lake Ave.

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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, 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
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER S-22-11

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 Quick Trip 4298 Filing NO 1 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-16-2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	OwnerStat
CHRISTIAN EVANGEL CHURCH OF CHRIS	107 DEAUVILLE LN	PUEBLO	CO
IIP-CO 1 LLC	11440 W BERNARDO CT STE 1	SAN DIEGO	CA
QUIK TRIP CORPORATION	12000 N WASHINGTON ST STE	THORNTON	CO
BUILT TO LAST HOMES LLC	1494 S MOONFLOWER LN	TUCSON	AZ
MCINNIS SARAH E	16 PENNWOOD LN	PUEBLO	CO
GALVAZ DAVID G/GALVAZ SUSAN A	1814 GARWOOD DR	PUEBLO	CO
DELAO JOSEPH D/DELAO TRUDY	2 DESTINO PL	PUEBLO	CO
CHAVEZ RAYMOND J R	232 S UNION AVE	PUEBLO	CO
GIBSON JOHN E	2330 ACERO AVE APT 12	PUEBLO	CO
GOVE DEBORAH A	2710 CEDAR ST	PUEBLO	CO
FETTY DANIEL	2800 E ORMAN AVE	PUEBLO	CO
SMITH STEVEN J	2808 OAKLAND AVE	PUEBLO	CO
THOMSEN EDWARD A/THOMSEN ESTELLA	2812 CEDAR ST	PUEBLO	CO
BAUGHMAN LARRY L/BAUGHMAN DIANA R	2812 E ORMAN AVE	PUEBLO	CO
WILSON JOHN C	2814 CEDAR ST	PUEBLO	CO
ULIBARRI DOROTHY R	2816 CEDAR ST	PUEBLO	CO
ELLIOTT TOM M/ELLIOTT KARIN	2818 E ORMAN AVE	PUEBLO	CO
LIMON MICHAEL J	2820 CEDAR ST	PUEBLO	CO
DOLGAN FRANK V JR	2823 CEDAR ST	PUEBLO	CO
ADAME LETISHA RENEE	2827 CEDAR ST	PUEBLO	CO
DAVIS JESSE	2829 CEDAR ST	PUEBLO	CO
ALARID FRED P	2829 E ORMAN AVE	PUEBLO	CO
GIADONE DOMINIC JR + GIADONE JUAN RENA ,	2830 CEDAR ST	PUEBLO	CO
MERCADO ARMANDO/MERCADO MIGUEL/ME	2834 LAKE AVE	PUEBLO	CO
MIHELICH REAL ESTATE LLC	3015 LAKE AVE	PUEBLO	CO
MINI MART INC	302 W 3RD ST FL 3	CINCINNATI	OH
SPRUCE HOMES LTD	323 QUINCY ST	PUEBLO	CO
HILLCREST ENTERPRISES LLC	337 E 60 N	LINDON	UT
C C P INVESTMENTS I LLC	3450 W 36TH AVE	DENVER	CO
DEPARTMENT OF TRANSPORTATION + STATE OF CO	4201 E ARKANSAS AVE	DENVER	CO
R P ONE LLC	445 E CHEYENNE MOUNTAIN	COLORADO SPRING	CO
X94 CENTER LLC	511 W 29TH ST SUITE A	PUEBLO	CO
SECORA JOHN J	56 COUNTY ROAD 323	WESTCLIFFE	CO
FREDERICK JERRY	668 E WOODLEAF DR	PUEBLO WEST	CO
RIVER TOWN LLC	7928 SOUTH LN	PUEBLO	CO
SKUBAL EUGENE JASON	826 AVOCADO ST	PUEBLO	CO
SPP C AND G INVESTMENT TRUST + ATTN: RICHARD	8400 E PRENTICE AVE STE 400	GREENWOOD VILLAGE	CO
DECHANT CLARENCE	930 MARYLAND AVE	PUEBLO	CO
GRAIN PROPERTY COMPANY LLC	99 PURDUE ST	PUEBLO	CO
BLACK HILLS/COLORADO ELECTRIC + UTILITY COMP	PO BOX 1400	RAPID CITY	SD
LHB PBCO LLC	PO BOX 271770	LITTLETON	CO
SOUTHGATE PROPERTIES LLC	PO BOX 638	RYE	CO

OwnerZip

81005-3353
92127-1642
80241-3104
85748-7431
81005-1816
81005-2404
81005-2908
81003-3428
81004-4180
81004-4006
81004-4029
81004-4021
81004-4008
81004-4029
81004-4008
81004-4008
81004-4029
81004-4008
81004-4007
81004-4007
81004-4007
81004-4028
81004-4008
81004-3831
81004-5832
45202-3437
81004-2024
84042-2043
80211-2735
80222-3406
80906-4570
81008-1128
81252-9655
81007-1563
81004-8735
81005-1521
80111-2916
81004-4012
81005-1633
57709-1400
80127-0030
81069-0638



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE QUIKTRIP 4298, SUBDIVISION FILING NO. 1

SUMMARY:

The applicant is requesting approval of a Special Area Plan for the QuikTrip 4298, Subdivision, Filing No. 1 which will re-subdivide Parcel A, 28.36-acres, as amended by RPB-22-04 into four commercial lots and three parcels, to facilitate the development of a QuikTrip Convenience Store and future commercial development. The lots will be accessed by private roads, Tracts B (extension of Streator Avenue) and C (extension of Reno Avenue), which require a Special Area Plan.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to re-subdivide Parcel A, 28.36-acres, (S-22-11) and is also requesting a Commercial Plan Review (C-22-26).

BACKGROUND:

The proposed QuikTrip Convenience Store will be located on Lot 1 and will have a frontage on Lake Avenue. All lots will be accessed from internal private streets; therefore, a Special Area Plan is being proposed in conjunction with the subdivision to allow the proposed private streets. Lots 2-4 will be reserved for future commercial development. The applicant submitted landscape plans for the entire site, and a sign plan with details as part of the Special Area Plan. Staff are requiring landscaping for Tract A, Drainage Easement, the landscaping requirement must be addressed in the form of an SAP Plat Statement as conditioned below. The applicant is proposing a multi-tenant sign to be located on Lot 4 adjacent to Pueblo Boulevard. A Master Sign Plan, approved by the Planning and Zoning Commission, will be required to allow the proposed off-site multi-tenant sign. Sheets 2-7 of the SAP submittal (landscaping and signs) are not applicable to the SAP review and approval; and will not be recorded with the Subdivision and Special Area Plan.

FINANCIAL IMPLICATIONS:

None.

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, 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-23-02 QuikTrip Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR
THE QUIKTRIP 4298, SUBDIVISION FILING NO. 1

WHEREAS, a request for a Special Area Plan for the QuikTrip 4298, Subdivision Filing No. 1, 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 QuikTrip 4298, Subdivision Filing No. 1, A Special Area Plan, NOW THEREFORE,

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

SECTION 1.

The Special Area Plan for:

A PORTION OF PARCEL A, LAKE AVENUE SUBDIVISION, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278380, COUNTY OF PUEBLO, STATE OF COLORADO, AS AMENDMENT BY THE REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04, RECORDED MAY 24, 2022 AT RECEPTION NO. 2278490, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A, FROM WHICH THE NORTH LINE OF SAID LAKE AVENUE SUBDIVISION BEARS NORTH 88°54'23" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID NORTH LINE;

THENCE ALONG SAID NORTH LINE, NORTH 88°54'23" EAST, A DISTANCE OF 1447.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A, BEING THE NORTHWEST CORNER OF PARCEL B, SAID LAKE AVENUE SUBDIVISION;

THENCE ALONG THE EAST LINE OF SAID PARCEL A, BEING THE WEST LINE OF SAID PARCEL B, SOUTH 01°00'44" EAST, A DISTANCE OF 50.00 FEET TO A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHERLY FROM THE NORTH LINE OF SAID LAKE AVENUE SUBDIVISION;

THENCE ALONG SAID PARALLEL LINE SOUTH 88°54'23" WEST, A DISTANCE OF 102.37 FEET TO A LINE PARALLEL WITH AND DISTANT 102.30 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL A;

THENCE ALONG SAID PARALLEL LINE, SOUTH 01°00'44" EAST, A DISTANCE OF 837.69 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL A, BEING THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 25, A PUBLIC RIGHT-OF-WAY WITH A WIDTH THAT VARIES;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL A THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 56°53'11" WEST, A DISTANCE OF 331.30 FEET;
- 2) SOUTH 88°45'11" WEST, A DISTANCE OF 92.86 FEET;

3) NORTH 46°21'09" WEST, A DISTANCE OF 5.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1273.00 FEET;
4) NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 42°05'41", AN ARC LENGTH OF 935.26 FEET;
5) NORTH 88°26'49" WEST, A DISTANCE OF 129.68 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;
6) NORTH 01°00'44" WEST A DISTANCE OF 686.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A AND THE POINT OF BEGINNING.

CONTAINING 1,152,920 SQUARE FEET OR 26.467 ACRES, MORE OR LESS.

attached hereto, is hereby approved.

SECTION 2.

The QuikTrip 4298, Subdivision Filing No. 1, A 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

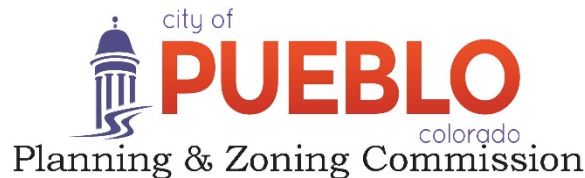
ATTEST

City Clerk

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.

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



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: SAP-23-02 Quiktrip 4298 Subdivision Filing No. 1, a Special Area Plan

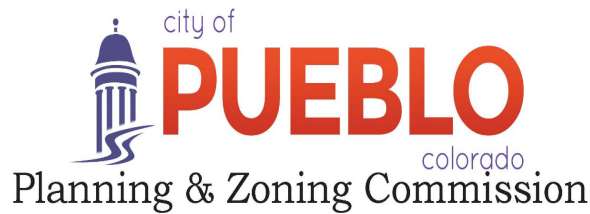
DATE: February 14, 2024

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-23-02

To: City of Pueblo, Planning and Zoning Commission

From: Beritt Odom, Principal Planner

Through: Scott Hobson, Acting Director of Planning and Community Development

Date: April 12, 2023

Subject: QuikTrip 4298, Subdivision Filing No. 1, A Special Area Plan

Applicant: Aaron McLean, Galloway and Company, Inc.

Property Owner: QuikTrip Corporation

Location: Northeast corner of Pueblo Blvd. and Lake Ave.

Existing Zone: B-3, Highway and Arterial Business District

Concurrent Request(s): S-22-11, QuikTrip 4298, Subdivision Filing No. 1, A Special Area Plan
C-22-26, QuikTrip Commercial Development Review

REQUEST:

The applicant is requesting to re-subdivide Parcel A, 28.36 acres, as amended by RPB-22-04 into four commercial lots and three parcels, to facilitate the development of a QuikTrip Convenience Store and future commercial development. The lots will be accessed by private roads, Tracts B (extension of Streater Ave.) and C (extension of Reno Ave.), which requires a Special Area Plan.

ANALYSIS:

The proposed QuikTrip Convenience Store will be located on Lot 1 and will have frontage on Lake Avenue. All lots will be accessed from internal private streets; therefore, a Special Area Plan is being proposed in conjunction with the subdivision to allow the proposed private streets. Lots 2-4 will be reserved for future commercial development. The applicant submitted landscape plans for the entire site, and a sign plan with details as part of the Special Area Plan. Staff is requiring landscaping for Tract A, Drainage Easement, the landscaping requirement must be addressed in the form of a SAP Plat Statement as conditioned below. The applicant is proposing a multi-tenant sign to be located on Lot 4 adjacent to Pueblo Blvd. A Master Sign Plan, approved by the Planning and Zoning Commission, will be required to allow the proposed off-site

multi-tenant sign. Sheets 2-7 of the SAP submittal (landscaping and signs) are not applicable to the SAP review and approval; and will not be recorded with the Subdivision and Special Area Plan.

CHARACTER AND COMPATIBILITY:

Site Character:

The site was originally developed as the Lake Avenue Drive-In Movie Theater which operated until sometime after 1981. The northern portion of the site, which has a 50-foot ingress/egress easement, historically served as a turn-around for cars headed south on Oakland Ave., Orman Ave., and Cedar St. The proposed subdivision will accommodate similar movements with two cul-de-sacs constructed at the end of Oakland and E. Orman Ave. The site is currently undeveloped and contains native grasses.

Neighborhood Compatibility:

North	B-4, Commercial Business District, Mercado Motors I-2, Light Industrial, developed with a single-family residence R-2, Single-family residential, single-family homes
East	B-3, Highway and Arterial Business District, unimproved.
South	S-1, Government Use, W. Pueblo Blvd.
West	B-4, Fort's RV Park and Loaf and Jug

ABILITY TO COMPLY WITH PROPOSED ZONE DISTRICT:

All lots meet the minimum lot width and area requirements for the B-3 Zone District

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.

- Not applicable

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.

- Negative finding: A statement providing for the continuous maintenance of remaining open space and land common to all properties is not included on the subdivision plat or the Special Area Plan. Planning staff recommends the Planning and Zoning Commission condition the recommendation of SAP

approval upon a maintenance statement, approved by Planning and Public Works staff, be added to the SAP prior to City Council review.

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.

- Not applicable, the proposed SAP does not reduce minimum setbacks, lot width and depth requirements.

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 street or service drives may be changed.

- Not applicable, all setbacks are determined by the B-3 Zone District.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

- Affirmative, the project site is designated by the Comprehensive Plan as Commercial Mixed Use, which includes uses such as commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. The proposed commercial subdivision and future development is consistent with the Commercial Mixed Use land use category.

6. The plan shall provide the 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.

- Affirmative, the private streets will provide adequate access from Lake Avenue to Lots 1-4.

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.

- Affirmative, Tracts B and C will be an eastern extension of Streator and Reno Avenues.

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.

- Affirmative, the private streets, Tracts B and C, will provide adequate interior circulation. Parking must adhere to the municipal code requirements for the proposed use at the time of development.

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.

- Affirmative, the proposed QuikTrip 4298 Subdivision, Filing No. 1, A Special Area Plan, is not anticipated to have an adverse effect on the RV Park and commercial businesses located west of the site; or the commercial and residential uses located north of the site.
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.
- Neutral, the applicant provided an overall landscape plan for the entire subdivision site. The plan includes provisions for lowland grasses in Tract A and it is unclear whether Tract A will be irrigated. Additionally, a landscape setback as required by Section 17-4-7, (3), a. is not included along the western property line of Tract A and adjacent to Lake Ave. All lots except for Tract A are required to be landscaped at the time of development; therefore, staff suggests that the Planning and Zoning condition a recommendation of approval on the SAP to include provisions for the landscaping of Tract A in accordance with Section 17-4-7, (3), a. and 17-4-7, (3), g. providing a landscape setback and native grasses within the detention pond. The landscape setback must have permanent irrigation and, at a minimum, the detention pond must have temporary irrigation to establish the seed mix.
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.
- Not applicable, the entire site is being subdivided at one time, no phasing is proposed. It is anticipated that the convenience store will be developed once the subdivision is approved.
12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.
- Not applicable, the project site is currently undeveloped.

RECOMMENDED ACTION:

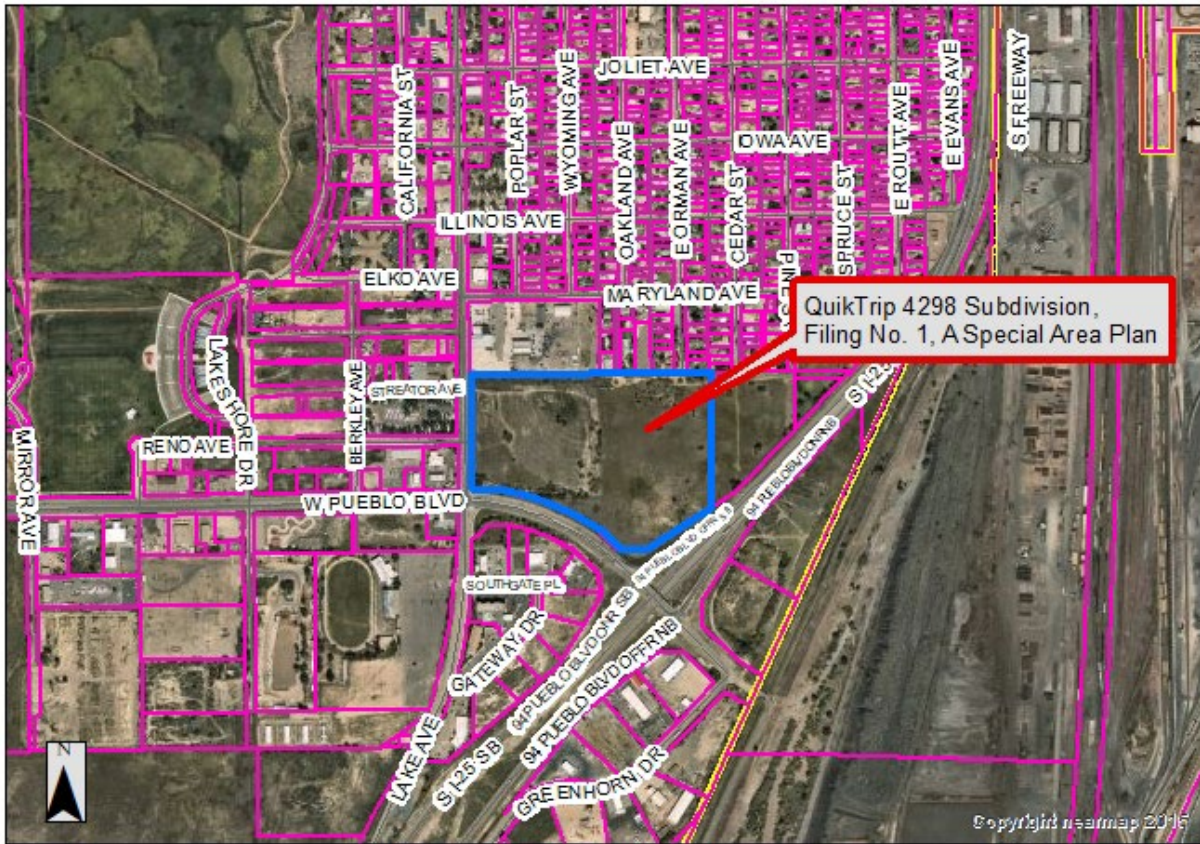
Staff recommends the Planning and Zoning Commission forward a recommendation to City Council that the requested Special Area Plan be approved with the following conditions. The conditions must be addressed prior to City Council review and approval:

1. The Special Area Plan Plat must include a statement providing for the continuous maintenance of 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 the City Council need not be maintained by such corporation or homeowners association. Planning staff recommends the Planning and Zoning Commission condition the recommendation of SAP approval upon a maintenance statement, approved by Planning and Public Works staff, be added to the SAP prior to City Council review.

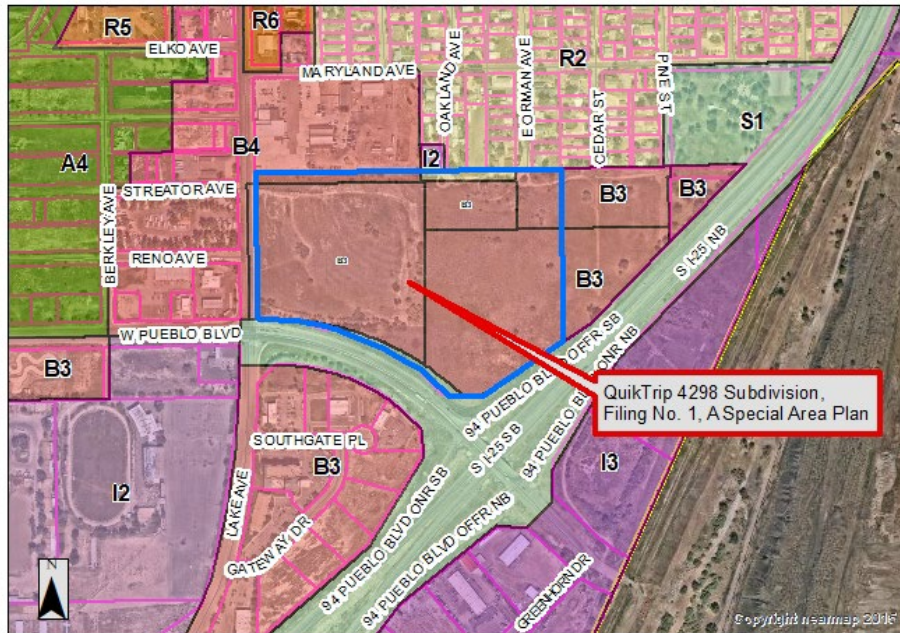
2. The Special Area Plan Plat must include provisions for the landscaping of Tract A in accordance with Section 17-4-7, (3), a. and 17-4-7, (3), g. providing a landscape setback and native grasses within the detention pond. The landscape setback must have permanent irrigation, and, at a minimum, the detention pond must have temporary irrigation to establish the seed mix.
3. Amend the title of the SAP plat to read, "QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN."
4. Show the additional Lake Avenue right of way dedication north of Tract B on the SAP Plat.
5. Insure that all Wastewater references on the SAP, Subdivision, Utility Plan, etc. match the commercial development review plans.

ATTACHMENTS:

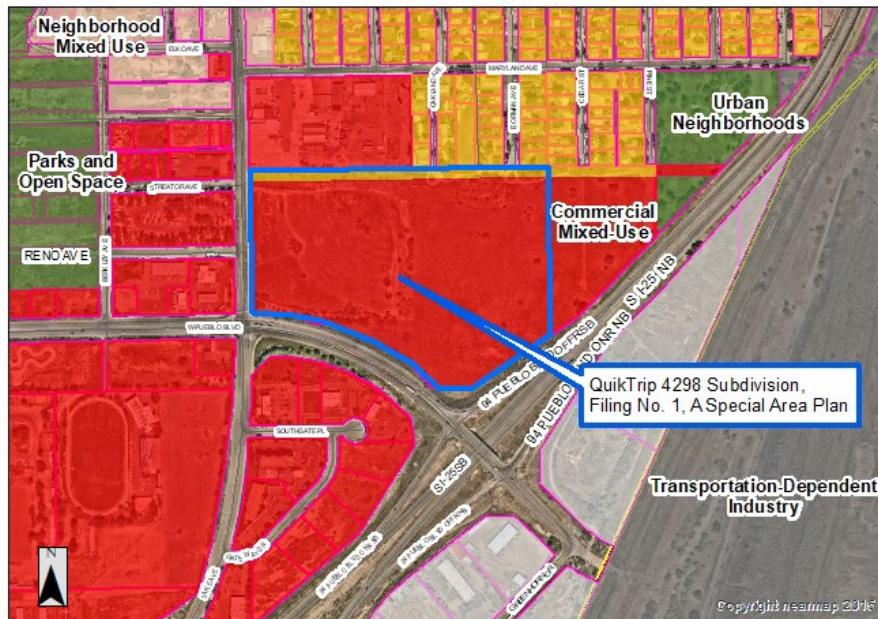
- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Special Area Plan
- G. SRC Memo, April 5, 2023



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



C. Public Notice and Site Photograph taken from W. Pueblo Blvd.



C. View of SAP site looking northeast from W. Pueblo Blvd.



C. View of SAP site looking north from W. Pueblo Blvd.

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant			
	Name: QuikTrip Corporation		Name: Aaron McLean			
	Company		Company: Galloway & Company, Inc			
	Address: 12000 Washington, Ste 175 Thornton, CO		Address: 5500 Greenwood Plaza, Ste 200 Greenwood Village, CO			
	Zip: 80241		Zip: 80111			
	Phone: () 480-446-6321		Phone: () 303-962-8516			
	Email: dchamber@quiktrip.com		Email: aaronmclean@gallowayus.com			
	Engineer		Surveyor			
	Name: See Applicant		Name:			
	Company:		Company:			
Property Info	Address:		Address:			
	Zip:		Zip:			
	Phone: ()		Phone: ()			
	Email:		Email:			
	The applicant will be the primary contact unless otherwise noted.					
Project Scope	Project Location:					
	(address or general description) NEC Pueblo Blvd & Lake Ave					
	Parcel No(s): 1513303005					
	Existing Zone: B-3		Proposed Zone (if applicable): N/A			
Project Scope	PUD Name (if applicable): N/A					
	Project Name: QuikTrip Special Area Plan					
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____					
	☐ Overall Development Plan					
	☐ Site Plan Review: Building area: _____sf ☐ HARP ☐ Development Plan ☐ PUD ☐ Student Housing					
	☒ Special Area Plan					
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____					
	☐ Subdivision: # of lots: _____ Total acres: _____					
	☐ Text Amendment					
	☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____					
	☐ Other: _____					

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: Special Area Plan (SAP) document to create private road system within proposed QuikTrip Subdivision		
	What is the total acreage included in the project? 26.47		
	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: QuikTrip 4298 Subdivision and Commercial Site Plan		
	Attachments	<u>Attachment Checklist</u>	
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:	QuikTrip Corporation - Daniel Chambers - Real Estate PM	
	Signature:		Date:
	Applicant, if different from Property Owner		
	Print Name:	Galloway & Company, Inc	
	Signature:		Date: 1/25/2023

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

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 5, 2023

Subject: S-22-11 and SAP-23-02 QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN

S-22-11 QUIKTRIP 4298 SUBDIVISION FILING NO. 1, 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:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings.
Plat Deficiencies:	Multiple deficiencies related to plat statements, declaration of covenants, and stormwater. All deficiencies are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Transportation: a) Provide a dedication and maintenance statement for the proposed private streets. Proposed language: "Tracts B and C are hereby dedicated for public ingress/egress, sanitary sewer, and public utilities. Streets, curbs and gutters, and sidewalks located within Tracts B and C 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." b) Provide a dedication for the Oakland Ave. and East Orman Ave. cul-de-sacs, proposed language: "All public rights of way, shown hereon, Lake Ave., Oakland Ave., and E. Orman Ave., are dedicated to the public for perpetual use." c) Provide a dedication statement for the Declaration of Covenants, proposed language: "All of the property shown on this plat shall be subject to the terms and conditions defined in and described in the Declaration of Covenants dated _____, and recorded in the office of the Clerk and Recorder of Public County, Colorado." d) Provide an acknowledgment of access restrictions. Proposed language: "The undersigned (owner(s)) hereby consent to the access restrictions shown hereon." e) Dedicate additional Lake Avenue right of way north of Tract B and running north the entire length of the subdivision. The area to be

	dedicated shall be consistent in width with the Lake Ave. right of way dedicated south of Tract B. The additional Lake Ave. right of way that will be dedicated shall be depicted on the supplemental, utility, and Special Area Plan plats. f) Amend the Utility Plan to show proposed all proposed rights of way and easements. 2. Planning: Provide a dedication statement for the maintenance of landscaping of common areas, to include Tract A, Drainage Easement and any other common areas created by the Special Area Plan. Proposed language “all drainage facilities, sanitary sewer facilities, landscaping, and street improvements, including pavements, curbs, gutters, and sidewalks, which are located on easements or parcels 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 Covenants referenced hereon.” 3. Stormwater: Please address all outstanding comments in the attached Stormwater Utility memo from Noah Stamm, Drainage Engineer, April 3, 2023. a) Provide a dedication for Tract A-proposed language: Change Tract A to Parcel A, “Parcel A is hereby reserved for drainage and detention to be owned and maintained by all owners within the subdivision subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced herein. Parcel A in its entirety is dedicated to the City as a drainage easement.” 4. Wastewater: All Wastewater labels on the subdivision plat, special area plan plat, utility plans, and commercial submittal. 5. Public Works: a) Amend the cul-de-sac design according to the redline comments provided by Joe Martellaro, “JM-Redline Comments-3-27-2023.” b) Provide a public ingress/egress easement beginning at the eastern terminus of the extension of Reno Ave. extending east to the adjacent Parcel B. The easement should have the same width as the private street (Reno Ave.) and follow the alignment shown on Sheet 15 of the Utility Plan. The easement must also be shown on the subdivision plat and special area plan plat and include a dedication statement on Sheet 1 of the subdivision plat. The purpose of this easement is to provide commercial access to Parcel B when future development occurs.
--	---

SAP-23-02 QUIKTRIP 4298 SUBDIVISION FILING NO. 1, 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. The Special Area Plan Plat must include a statement providing for the continuous maintenance of 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 the City Council need not be maintained by such corporation or homeowners
--------------------------------	---

association. Planning staff recommends the Planning and Zoning Commission condition the recommendation of SAP approval upon a maintenance statement, approved by Planning and Public Works staff, be added to the SAP prior to City Council review.

2. The Special Area Plan Plat must include provisions for the landscaping of Tract A in accordance with Section 17-4-7, (3), a. and 17-4-7, (3), g. providing a landscape setback and native grasses within the detention pond. The landscape setback must have permanent irrigation, and, at a minimum, the detention pond must have temporary irrigation to establish the seed mix.
3. Amend the title of the SAP plat to read, "QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN."
4. Show the additional Lake Avenue right of way dedication north of Tract B on the SAP Plat.
5. Insure that all Wastewater references on the SAP, Subdivision, Utility Plan, etc. match the commercial development review plans.

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 north of W. Pueblo Blvd. and east of Lake Ave.

SAP-23-02 Special Area Plan: QuikTrip 4298 Subdivision, Filing No. 1, A Special Area Plan, to allow a private road to provide access to Lots 3 and 4 of QuikTrip 4298 Subdivision, Filing No. 1

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

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 north of W. Pueblo Blvd. and east of Lake Ave.

SAP-23-02 Special Area Plan: QuikTrip 4298 Subdivision, Filing No. 1, A Special Area Plan, to allow a private road to provide access to Lots 3 and 4 of QuikTrip 4298 Subdivision, Filing No. 1

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

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 north of W. Pueblo Blvd. and east of Lake Ave.

SAP-23-02 Special Area Plan: QuikTrip 4298 Subdivision, Filing No. 1, A Special Area Plan, to allow a private road to provide access to Lots 3 and 4 of QuikTrip 4298 Subdivision, Filing No. 1

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

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 north of W. Pueblo Blvd. and east of Lake Ave.

SAP-23-02 Special Area Plan: QuikTrip 4298 Subdivision, Filing No. 1, A Special Area Plan, to allow a private road to provide access to Lots 3 and 4 of QuikTrip 4298 Subdivision, Filing No. 1

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

CASE NUMBER: SAP-23-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Special Area Plan, NEC Pueblo Blvd & Lake Ave , of the property commonly known as, Quik Trip 4298 Subdivision Filing No 1, 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.

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 special area plan of Quik Trip 4298 Subdivision Filing No 1, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 28, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owner	OwnerZip
CHRISTIAN EVANGEL CHURCH OF CHRIS	107 DEAUVILLE LN	PUEBLO	CO	81005-3353
IIP-CO 1 LLC	11440 W BERNARDO CT STE 100	SAN DIEGO	CA	92127-1642
QUIK TRIP CORPORATION	12000 N WASHINGTON ST STE 175	THORNTON	CO	80241-3104
BUILT TO LAST HOMES LLC	1494 S MOONFLOWER LN	TUCSON	AZ	85748-7431
MCINNIS SARAH E	16 PENNWOOD LN	PUEBLO	CO	81005-1816
GALVAZ DAVID G/GALVAZ SUSAN A	1814 GARWOOD DR	PUEBLO	CO	81005-2404
DELAO JOSEPH D/DELAO TRUDY	2 DESTINO PL	PUEBLO	CO	81005-2908
CHAVEZ RAYMOND J R	232 S UNION AVE	PUEBLO	CO	81003-3428
GIBSON JOHN E	2330 ACERO AVE APT 12	PUEBLO	CO	81004-4180
GOVE DEBORAH A	2710 CEDAR ST	PUEBLO	CO	81004-4006
FETTY DANIEL	2800 E ORMAN AVE	PUEBLO	CO	81004-4029
SMITH STEVEN J	2808 OAKLAND AVE	PUEBLO	CO	81004-4021
THOMSEN EDWARD A/THOMSEN ESTELLA	2812 CEDAR ST	PUEBLO	CO	81004-4008
BAUGHMAN LARRY L/BAUGHMAN DIANA R	2812 E ORMAN AVE	PUEBLO	CO	81004-4029
WILSON JOHN C	2814 CEDAR ST	PUEBLO	CO	81004-4008
ULIBARRI DOROTHY R	2816 CEDAR ST	PUEBLO	CO	81004-4008
ELLIOTT TOM M/ELLIOTT KARIN	2818 E ORMAN AVE	PUEBLO	CO	81004-4029
LIMON MICHAEL J	2820 CEDAR ST	PUEBLO	CO	81004-4008
DOLGAN FRANK V JR	2823 CEDAR ST	PUEBLO	CO	81004-4007
ADAME LETISHA RENEE	2827 CEDAR ST	PUEBLO	CO	81004-4007
DAVIS JESSE	2829 CEDAR ST	PUEBLO	CO	81004-4007
ALARID FRED P	2829 E ORMAN AVE	PUEBLO	CO	81004-4028
GIADONE DOMINIC JR + GIADONE JUAN RENA ,	2830 CEDAR ST	PUEBLO	CO	81004-4008
MERCADO ARMANDO/MERCADO MIGUEL/ME	2834 LAKE AVE	PUEBLO	CO	81004-3831
MIHELICH REAL ESTATE LLC	3015 LAKE AVE	PUEBLO	CO	81004-5832
MINI MART INC	302 W 3RD ST FL 3	CINCINNATI	OH	45202-3437
SPRUCE HOMES LTD	323 QUINCY ST	PUEBLO	CO	81004-2024
HILLCREST ENTERPRISES LLC	337 E 60 N	LINDON	UT	84042-2043
C C P INVESTMENTS I LLC	3450 W 36TH AVE	DENVER	CO	80211-2735
DEPARTMENT OF TRANSPORTATION + STATE OF COLORADO ,	4201 E ARKANSAS AVE 445 E CHEYENNE MOUNTAIN BLVD STE C	DENVER	CO	80222-3406
R P ONE LLC	424	COLORADO SP CO		80906-4570
X94 CENTER LLC	511 W 29TH ST SUITE A	PUEBLO	CO	81008-1128

SECORA JOHN J	56 COUNTY ROAD 323	WESTCLIFFE	CO	81252-9655
FREDERICK JERRY	668 E WOODLEAF DR	PUEBLO WEST	CO	81007-1563
RIVER TOWN LLC	7928 SOUTH LN	PUEBLO	CO	81004-8735
SKUBAL EUGENE JASON	826 AVOCADO ST	PUEBLO	CO	81005-1521
SPP C AND G INVESTMENT TRUST + ATTN:	8400 E PRENTICE AVE			
RICHARD SPRESSER	STE 400	GREENWOOD	CO	80111-2916
DECHANT CLARENCE	930 MARYLAND AVE	PUEBLO	CO	81004-4012
GRAIN PROPERTY COMPANY LLC	99 PURDUE ST	PUEBLO	CO	81005-1633
BLACK HILLS/COLORADO ELECTRIC +				
UTILITY COMPANY LP ,	PO BOX 1400	RAPID CITY	SD	57709-1400
LHB PBCO LLC	PO BOX 271770	LITTLETON	CO	80127-0030
SOUTHGATE PROPERTIES LLC	PO BOX 638	RYE	CO	81069-0638



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A PORTION OF THE ALLEY WITHIN BLOCK 38, IRVING PLACE, 2ND FILING SUBDIVISION

SUMMARY:

The applicant is requesting to vacate approximately 291 square feet of the alley between Lots 14-25 and Lots 37-26, Block 38, Irving Place, 2nd Filing, Subdivision to allow the adjacent property owner to fence the entire area extending from the unimproved Cheyenne Avenue west to the improved Cheyenne Avenue, south of West 16th Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The alley proposed to be vacated was platted as part of Irving Place, Filing No. 2 Subdivision, in 1889. The alley in question was platted heading west from Cheyenne Avenue towards Atlanta Avenue. No utilities are located within the portion of the alley proposed for vacation and it does not provide sole access to any adjacent properties. The purpose of this alley vacation is to allow the property owner of the adjacent parcels, located north and south of the alley, to secure his entire ownership with fencing to facilitate future development and to deter illegal dumping on his properties.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 14, 2024 Regular Meeting, voted 5-0 to recommend approval. Commissioners Martinez and Spinuzzi absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the right-of-way will remain platted which could impede future development of the property and make it more difficult for the property owner to control illegal dumping.

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-23-10 Irving Place Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF THE ALLEY
WITHIN BLOCK 38, IRVING PLACE, 2ND FILING SUBDIVISION

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

SECTION 1.

The following described portion of street right of way:

All that part of the alley lying Southerly of Lots 14 through 25 and Northerly of Lots 26 through 37, Block 38, recorded at Reception No. 32407 of the Pueblo County records, State of Colorado.

The above-described parcel of land contains 4665± Sq. Ft.

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:

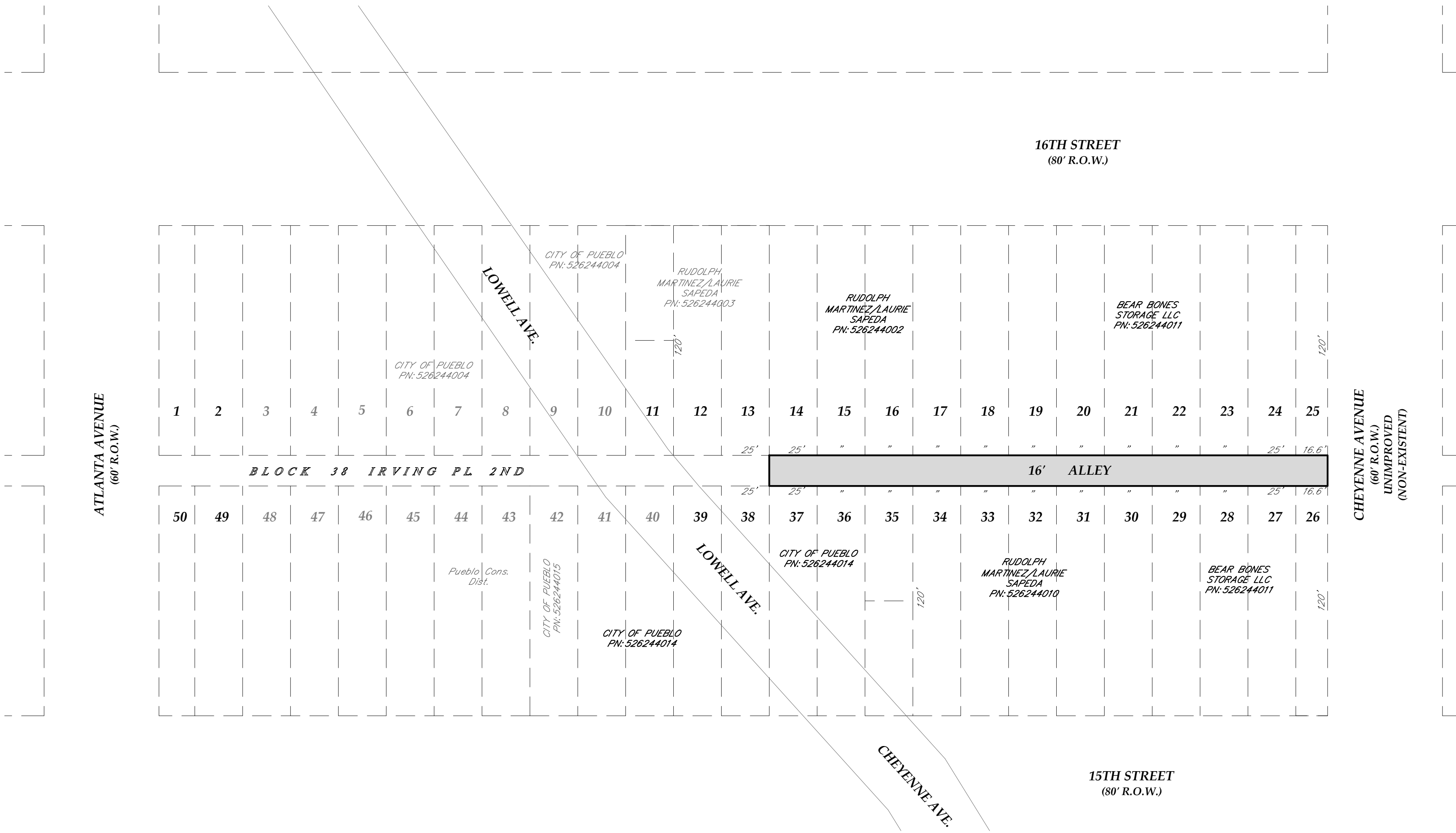
- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Irving Place, 2nd Filing Alley Vacation 23-10
of a portion of Block 38 Irving Place, 2nd Filing,
In Section 26, Township 20 South, Range 65 West of the 6th P.M. in
Pueblo County, Colorado



LEGAL DESCRIPTION

ALLEY
All that part of the alley lying Southerly of Lots 14 through 25 and Northerly of Lots 26 through 37, Block 38, Irving Place, 2nd Filing recorded at Reception No. 52407 of the Pueblo County records, State of Colorado.

The above described parcel of land contains 4665± Sq. Ft.

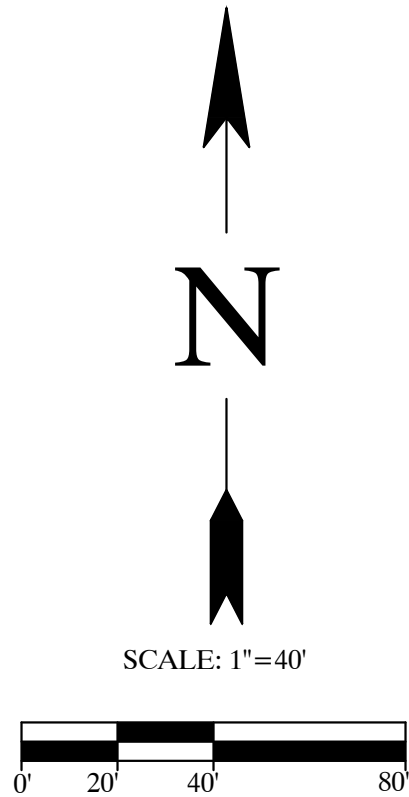
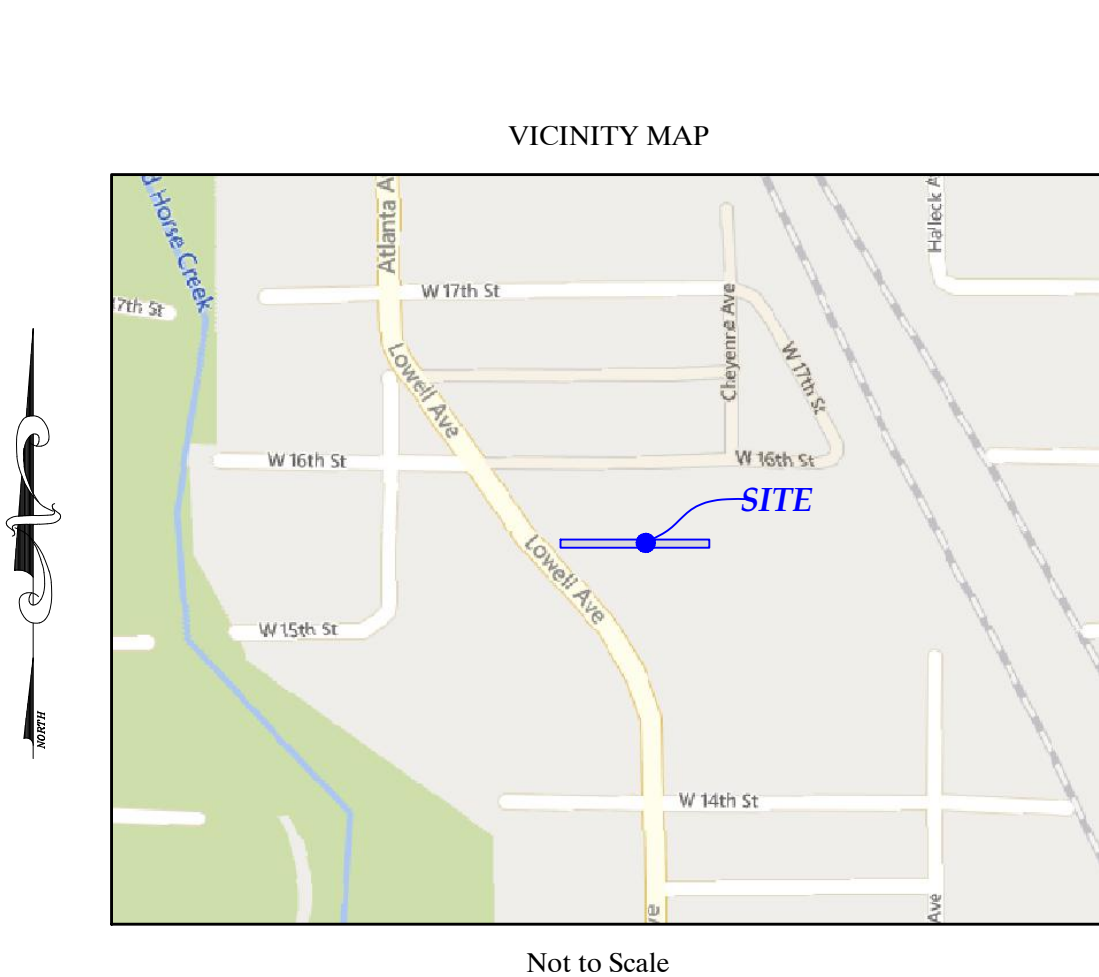
RESERVATIONS:
NONE

PURPOSE:
The owners have property on both sides of Alley in Block 38 and wishes to utilize the property.

SURVEYOR'S CERTIFICATE
I, Julie N. Trout, a professional land surveyor registered in the State of Colorado, do hereby certify that this plat has been prepared under my direction in accordance with the Colorado Revised Statutes Section 38-51-106 ET, Seq., CRS 2020, as amended, and that this plat does accurately show the described tract of land and the subdivision thereof, to the best of my knowledge and belief.

Julie N. Trout
Professional Land Surveyor #38529

Date



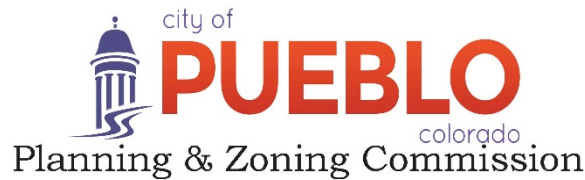
 Proposed Vacation

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

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, February 14, 2024 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:35 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Lisa Bailey, Alexandra Aznar, Christopher Pasternak.

Commissioners Absent: Cheryl Spinuzzi, Sarah Martinez

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Wade Broadhead, Senior Planner, Joe Martellaro, Engineer Public Works Department, Cindy Capritta, Land Use Tech.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item Z-23-10, S-23-07, S-22-07 to the March 13, 2024, meeting and approve the agenda as amended. seconded by Aznar.

Motion Passed: 5-0

Public Hearing:

1. V-23-10 - Alley Vacation: Vacation of a portion of the alley within Block 38, Irving Place Subdivision. Generally located south of W. 16th St. and east of Cheyenne Ave. Staff report by Wade Broadhead.

Hearing: Applicant, Rudy Gutierrez was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to the City Council once Conditions 1 and 2 are met, seconded by Avalos.

Motion Passed: 5-0



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-23-10 Irving Place Alley Vacation

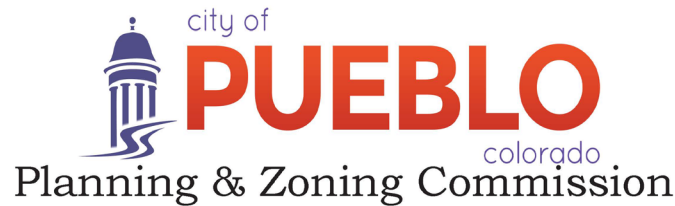
DATE: February 27, 2024

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

V-23-10

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Planning and Community Development Director

DATE: February 14, 2024

SUBJECT: Vacate a portion of the alley within Block 38, Irving Place, 2nd Filing.

APPLICANT: Julie Trout, Colorado Land Surveyors, Inc.
Rudolph Martinez, adjacent property owner

OWNER: City of Pueblo

LOCATION: Generally located east of the improved Cheyenne Ave. and south of W. 16th Street.

CONCURRENT REQUESTS: None

Request:

Vacate approximately 291 square feet of the alley between Lots 14-25 and Lots 37-26, Block 38, Irving Place, 2nd Filing, Subdivision to allow the adjacent property owner to fence the entire area extending from the unimproved Cheyenne Ave. west to the improved Cheyenne Ave, south of W. 16th Street.

Staff review and findings:

The alley proposed to be vacated was platted as part of Irving Place, Filing No. 2 Subdivision, in 1889. The alley in question was subdivided heading west from the platted Cheyenne Ave to Atlanta Ave. No utilities are located within the portion of the alley proposed for vacation and it does not provide sole access to any adjacent properties.

The purpose of this alley vacation is to allow the property owner of the adjacent parcels, located north and south of the alley, to secure his entire ownership with fencing to facilitate future development and to deter illegal dumping on his properties.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

REFERRAL AGENCIES AND COMMENTS:

- Public Works- Please see Vacation Plat, redlined by Joe Martellaro, Associate Engineer II
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment

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

Recommended Action:

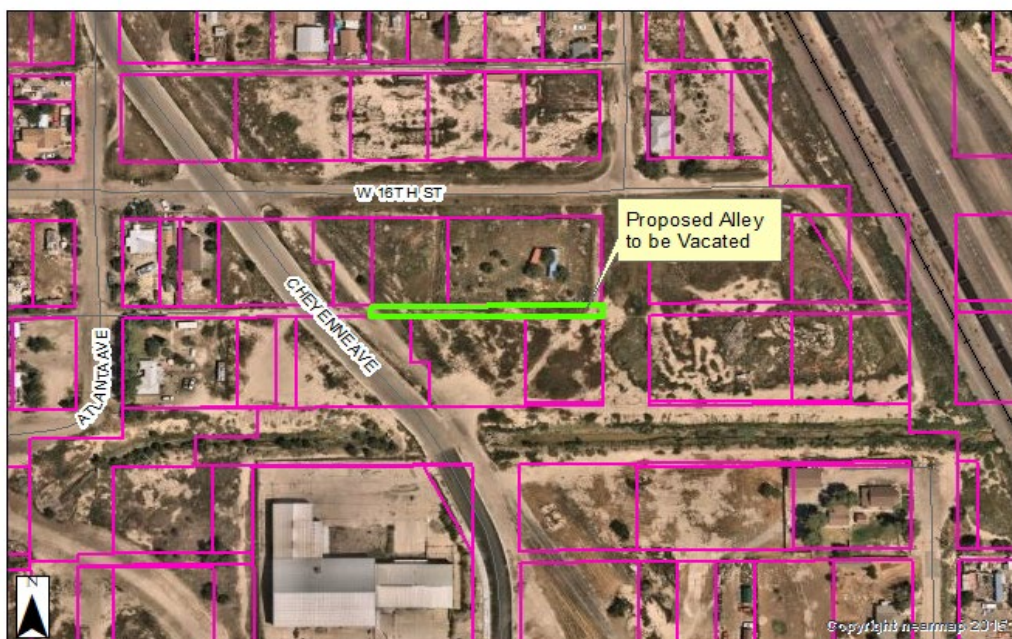
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Vacation be Approved with the following conditions:

1. Amend the proposed Vacation Plat title to include the subdivision name, “Irving Place, 2nd Filing.” “Irving Place, 2nd Filing” must be placed before “Alley Vacation” in the title.
2. The alley vacation plat must be amended to indicate that the alley between Lots 14-25 and Lots 37-26, Block 38, Irving Place, 2nd Filing, Subdivision will be vacated.

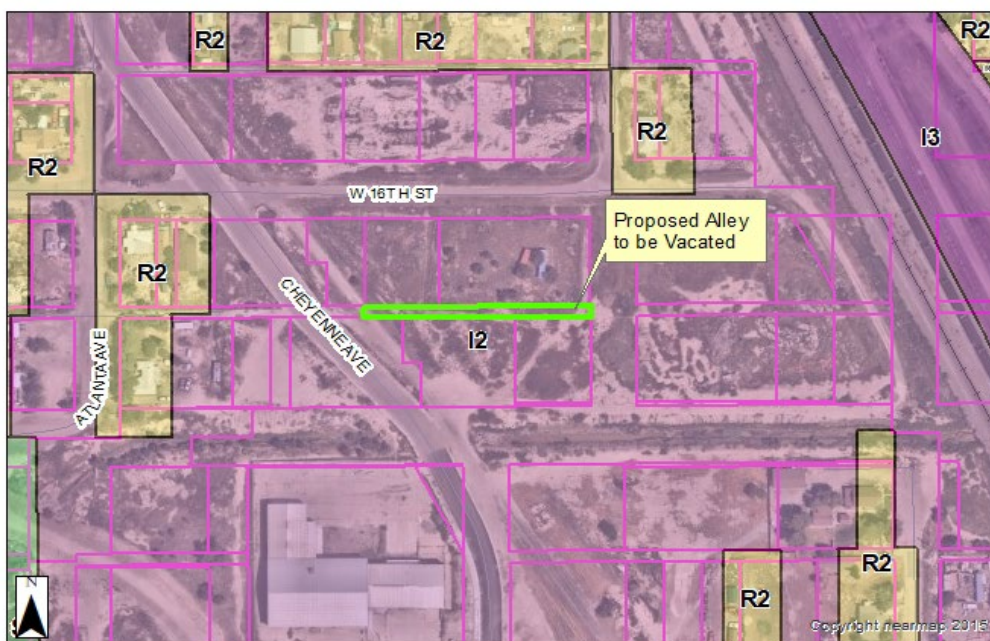
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Public Notice Poster & Site Photo
- D. Vacation Plat (redlined Public Works)
- E. Subdivision Review Committee Memo, February 8, 2024

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Public Notice Poster



Looking east from improved Cheyenne Ave. The alley extends from the drive-cut shown. The alley was never improved or used.

of a portion of Block 38 Irving Place, 2nd Filing,
In Section 26, Township 20 South, Range 65 West of the 6th P.M. in
Pueblo County, Colorado



Date

Page 626 of 952

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: February 8, 2024

Subject: V-23-10 Irving Place, 2nd Filing Alley Vacation

V-23-10 Irving Place, 2nd Filing Alley Vacation:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Vacation be Approved with the following conditions:

1. Amend the proposed Vacation Plat title to include the subdivision name, "Irving Place, 2nd Filing." "Irving Place, 2nd Filing" must be placed before "Alley Vacation" in the title.
2. The alley vacation plat must be amended to indicate that the alley between Lots 14-25 and Lots 37-26, Block 38, Irving Place, 2nd Filing, Subdivision will be vacated.

January 30, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Rudolf Martinez** for the approval of the following application generally located south of W. 16th Street and east of Cheyenne Ave.

V-23-10 Alley Vacation: Vacation of a portion of the alley within Block 38, Irving Place Subdivision.

The Planning and Zoning Commission meeting will be held on February 14, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To watch the meeting 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

January 30, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Rudolf Martinez** for the approval of the following application generally located south of W. 16th Street and east of Cheyenne Ave.

V-23-10 Alley Vacation: Vacation of a portion of the alley within Block 38, Irving Place Subdivision.

The Planning and Zoning Commission meeting will be held on February 14, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To watch the meeting 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

January 30, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Rudolf Martinez** for the approval of the following application generally located south of W. 16th Street and east of Cheyenne Ave.

V-23-10 Alley Vacation: Vacation of a portion of the alley within Block 38, Irving Place Subdivision.

The Planning and Zoning Commission meeting will be held on February 14, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To watch the meeting 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

January 30, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Rudolf Martinez** for the approval of the following application generally located south of W. 16th Street and east of Cheyenne Ave.

V-23-10 Alley Vacation: Vacation of a portion of the alley within Block 38, Irving Place Subdivision.

The Planning and Zoning Commission meeting will be held on February 14, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To watch the meeting by Zoom:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: V-23-10

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Alley Vacation, 10 Irving Place, 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.

(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 _____, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PRATT DEKOTA J + PRATT DENNIS N				
III + PRATT DOMANICK I	1305 LAMBERT AVE	PUEBLO	CO	81003-1158
MARTINEZ BARBARA K	1502 ATLANTA AVE	PUEBLO	CO	81003-1240
OAKWOOD HOLDINGS LLC	1842 W 16TH ST	PUEBLO	CO	81003-5214
BEAR BONES STORAGE LLC	1902 W 22ND ST	PUEBLO	CO	81003-1068
MARTINEZ RUDOLPH N/SAPEDA				
LAURIE	1902 W 22ND ST	PUEBLO	CO	81003-1068
MENDOZA JOAQUIN BUCIO	1903 E 2ND ST	PUEBLO	CO	81001-4130
COMPTON ENTERPRISES LLC	1936 W TEJON AVE	PUEBLO WEST	CO	81007-3241
CONSTANTE FRANK	24178 E EMERALD TRL	DEER TRAIL	CO	80105-7911
SCARLETT MARGARET R	3231 SHALIMAR TER	PUEBLO	CO	81008-1538
MASIMER BARRY M	3909 WILLOW LN	PUEBLO	CO	81005-1148
MASIMER BARRY M	3909 WILLOW LN	PUEBLO	CO	81005-1148
LAUTERBRUNNEN DEVELOPMENTS LLC	43 GLENROYAL DR UNIT A	PUEBLO	CO	81005-2144
	6547 N ACADEMY BLVD			
JONES JERRICO	PMB 1009	COLORADO SPI	CO	80918-8342
CONS DIST	PO BOX 234	PUEBLO	CO	81002-0234
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating CDBG-CV funds to mortgage and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the

Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CV-040 Eviction Diversion Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available \$5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated March 25, 2024, between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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 COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)
(Government Entity)

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2024, by and between the city of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and **Pueblo County Department of Human Services, a Colorado governmental agency**, with an address of **2631 E 4th Street, Pueblo, Colorado 81001**, hereinafter referred to as the “Subrecipient” for **Eviction Diversion Program, CV-040**.

WITNESSETH THAT:

WHEREAS, the City has entered grant agreements with the U.S. Department of Housing and Urban Development (“HUD”) whereby federal financial assistance may be made available to the City under Title I of the Housing and Community Development Act of 1974, as amended to date; and

WHEREAS, pursuant to such grant agreements the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Scope of Services; and

WHEREAS, the City desires to disburse funds to the Subrecipient to execute certain projects and/or perform certain services in connection with such undertaking of the City; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible, and willing to undertake certain projects and/or 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 do mutually agree as follows:

1. SCOPE OF 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 24 CFR Part 570 and those identified in Exhibit “C” attached hereto and incorporated herein by reference; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

2. 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 program. In the absence of such a designation, the Mayor shall be deemed as the City’s authorized representative.

3. 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 an approved project and are an eligible use of federal assistance under the Act and federal regulations, and (v) that City has timely received from HUD sufficient federal assistance under the Act to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable HUD regulations including but not limited to those at 24 CFR Part 570, 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 24 CFR Part 570 and Subrecipient submitting the following forms and information:

- i. Request for reimbursement form;
- ii. Copies of canceled checks;
- iii. Copies of invoices or receipts;
- iv. Signed payroll sheets;
- v. Demographic information of clients served (can be done quarterly); and
- vi. Any other report of information as requested by the grantor or federal agency.

[Requests for disbursements of CDBG-CV funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to Subrecipient.]

(c) The aggregate of all payments made hereunder shall not exceed **One Hundred Thousand and 00/100 Dollars (U.S. \$100,000.00)**.

(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 together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT

The term of this Agreement shall be from **January 1, 2024, to December 31, 2024**, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the 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 Director of Housing and Citizen Services 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. In accordance with 24 CFR Pat 570, 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 for convenience in accordance with the provisions of 24 CFR Part 570. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction or non-receipt of Community Development funds by City.

(c) Post Termination Procedures: In the event of termination, all property acquired by Subrecipient with grant funds, all grant funds, program income, and loans originated with grant funds or by payments therefrom and payments received under such mortgage loans held, owned or retained by the Subrecipient 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 property, funds, income, and mortgage loans to City. Everything finished or unfinished, documents, data, studies, reports, and work product prepared by the Sub recipient under this Agreement or with grant funds shall, at the option of the City, become City's property and the Subrecipient shall be entitled to receive just and equitable compensation only for satisfactory work completed for which compensation has not previously been paid nor reimbursement made.

6. 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.

7. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Boards 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 24 CFR Part 570 as presently promulgated and as same may be revised from time to time in the future.

8. 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 24 CFR 570.502. 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, HUD, Comptroller General of the United States, the Inspector General of HUD and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of 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 all Subrecipient's financial records relating to this Agreement to be turned over to City.

9. 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 HUD's, 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 monthly or 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 relating to such monitoring and evaluation.

10. SUBRECIPIENT FILES AND INFORMATION REPORTS

- (a) 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, activity reports, and program income. These records shall be retained by the Subrecipient for a period of five years after the completion of the project. Activity reports shall be submitted monthly or quarterly no later than the fifteenth day of the month following the end of month or quarter for which the report is submitted, and no later than the following dates:

- | | |
|-----------------------------|-------------------------|
| (i) First Quarter: | April 15, 2024 |
| (ii) Second Quarter: | July 15, 2024 |
| (iii) Third Quarter: | October 15, 2024 |
| (iv) Fourth Quarter: | January 15, 2025 |
| (v) Annual Report: | January 15, 2025 |

- (b) Subrecipient shall submit the following forms and/or information with Subrecipient's signed contracts(s): Board of Directors Roster, Staff Roster, and Budget.

11. 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.

12. 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. To the extent allowed by law, Subrecipient further agrees to indemnify, defend, 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 under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

- (c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is as follows:

- (i) Workers' Compensation Insurance complying with statutory requirements in Colorado.
- (ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.

(d) In the event Subrecipient's obligations under this Agreement are secured by a deed of trust or mortgage instrument as provided in paragraph 14 (c) of this Agreement, Subrecipient agrees to procure and maintain, at its own expense, hazard and fire insurance upon the property described in said deed of trust on an all-risk form in such amounts of all liens against the property and the amount of funds provided by City pursuant to this Agreement. Subrecipient shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Subrecipient. Both said certificate of insurance and the policy procured by Subrecipient shall name the City as an additional insured and loss payee.

13. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C". Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing, all program income shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of grant funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 570.504(b)(2)(i) and (ii).

(b) 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 together with any accounts receivable attributable to the use of funds provided hereunder.

(c) Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. \$25,000 shall either: (i) be used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. If requested by City, Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

(d) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 14 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 attorneys' fees.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY

(a) In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which payment is sought from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonably participate in the competitive bidding procedures.

(c) If this Paragraph 15 is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Planning and Community Development a written request for payment signed by an officer of Subrecipient that certifies: (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

(d) In every contract for construction of improvements for which payment or reimbursement from City is to be provided under this Agreement, Subrecipient shall include a contract clause or clauses, approved by City's Director of Purchasing, requiring the contractor, and all of the contractor's subcontractors of all tiers, to comply with the requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

16. RECOGNITION OF HUD, CITY

In all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and City in all such printed materials and project signage, if any.

17. 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," incorporated herein by reference, and submit the completed form to Finance Office as part of the signed Agreement.

18. 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.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

20. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) 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.

(b) 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.

21. FUND AVAILABILITY; SUBJECT TO LAW

(a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by HUD, Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.

(b) 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, or Board of County Commissioners of Pueblo County, Colorado contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

(c) 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, or Pueblo County, Colorado 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.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By _____
Heather Graham, Mayor

[S E A L]

ATTEST:

SUBRECIPIENT:
Pueblo County Department of Human Services

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____

EXHIBIT A
SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering CDBG-CV funding year 2020 (CV-040) eviction diversion program for low-income households that reside within the Pueblo city limits. The Subrecipient will administer all tasks for the aforesaid program in compliance with all applicable federal, state, and local rules and regulations governing these funds and, in a manner, satisfactory to the City.

The major goal of the Subrecipient's efforts under this Agreement will be as follows:

1. Subrecipient will provide an eviction diversion program that is restricted to low-income citizens who reside within the Pueblo city limits.
2. Subrecipient shall adhere to the written guidelines in the approved policies and procedures for the Eviction Diversion Program.

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 City.

Subrecipient will submit at a minimum, quarterly reports that address the Subrecipient's ability to meet the goals and outcomes (Exhibit 4) as submitted with the initial application.

B. Budget and Method of Compensation

The Subrecipient will submit reimbursement requests for services rendered, operating expenditures and materials purchased supported by original invoices.

Approved budget is as follows:

Rental Assistance:	\$100,000.00
---------------------------	---------------------

C. Performance Monitoring:

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will be considered 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 notified by the City contract suspension or termination procedures will be initiated.

D. Time of Performance:

Services shall start on **January 1, 2024**, and end on **December 31, 2024**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds and other assets including program income.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN A CONTRACT FOR SERVICES

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 should the project terminate the next day 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 are necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).

4. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the program as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

5. All employees handling funds are required to be insured by a fidelity bond.

6. The City shall not be obligated to any third parties of the Subrecipient. Each Subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient. (Example: rent or lease agreements, service contracts, insurance, etc.)

7. The contractor will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

8. City auditors will periodically make interim audits and may, upon completion of the project, make a final audit.

9. All records must be retained by the agency for a period of five years following the last day of each contract. (Cost summary reports must reflect actual general ledger balances.)

10. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended;
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
- (10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
- (11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- (12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR Part 570, and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
- (13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);
- (14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

- (15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
- (16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended, including but not limited to section 7 (16 U.S.C. 1536) thereof;
- (17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended, particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];
- (18) The Reservoir Salvage Act of 1960 (916 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1), as amended by the Archeological and Historical Preservation Act of 1974;
- (19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended, particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
- (20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), particularly sections 2 and 5;
- (21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);
- (22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
- (23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), particularly section 2(c).
- (24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards 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.
- (25) No CDBG 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.

- (26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).
- (27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under (24 CFR 92).
- (28) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- (29) The contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.
- (30) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, contractor and all of its subcontractors will to the greatest extent practicable under the contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that contractor may enter into.
- (31) Equal Opportunity. During the performance of this contract, the contractor agrees as follows:
- (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(32) Federally Assisted Construction Contracts. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

(v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature: _____
Subrecipient

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: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN ASSIGNMENT AND ASSUMPTION BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BIF IV INTREPID OPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY ASSIGNING ALL RIGHTS, TITLE, INTEREST, AND OBLIGATIONS OF BIF IV INTREPID OPCO LLC TO INTREPID PUEBLO LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

Attached is an Ordinance approving an Assignment and Assumption

PREVIOUS COUNCIL ACTION:

City Council passed Ordinance No. 10148 on April 11, 2022, approving a license agreement with BIF IV Intrepid OpCo, LLC.

City Council passed Ordinance No. 10380 on February 13, 2023, approving an exchange agreement with BIF IV Intrepid OpCo, LLC.

BACKGROUND:

BIF IV Intrepid OpCo, LLC has previously entered into two agreements with the City of Pueblo including a License Agreement dated April 11, 2022 and an Exchange Agreement dated January 5, 2023. BIF IV Intrepid OpCo, LLC has requested that its rights, title, interest, and obligations under those agreements with the City be transferred to a new entity, Intrepid Pueblo, LLC.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Assignment and Assumption will require Intrepid Pueblo, LLC to enter into new agreements with the City rather than assuming the assignment of the existing agreements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Intrepid - Assignment of City of Pueblo License Agreement (Final)

ORDINANCE NO.

AN ORDINANCE APPROVING AN ASSIGNMENT AND ASSUMPTION BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BIF IV INTREPID OPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY ASSIGNING ALL RIGHTS, TITLE, INTEREST, AND OBLIGATIONS OF BIF IV INTREPID OPCO LLC TO INTREPID PUEBLO LLC, A DELAWARE LIMITED LIABILITY COMPANY

WHEREAS, BIF IV Intrepid OpCo, LLC has previously entered into two agreements with the City of Pueblo including a License Agreement dated April 11, 2022 and an Exchange Agreement dated January 5, 2023; and

WHEREAS, BIF IV Intrepid OpCo, LLC has requested that its rights, title, interest, and obligations under those agreements with the City be transferred to a new entity, Intrepid Pueblo, LLC;

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

SECTION 1.

The Assumption and Assignment between the City of Pueblo, a Colorado municipal corporation, BIF IV Intrepid OpCo, LLC, a Delaware limited liability company, and Intrepid Pueblo, LLC, a Delaware limited liability company, 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 Assignment and Assumption in the name of the City.

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

ASSIGNMENT AND ASSUMPTION

KNOW THAT BY THIS ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) BIF IV Intrepid OpCo LLC, a Delaware limited liability company, having an address at 11001 W 120th Ave, Ste 305, Broomfield, CO 80021-3493 (“**Assignor**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, transfers, delivers, sets-over and conveys to Intrepid Pueblo LLC, a Delaware limited liability company, having an address at 11001 W 120th Ave, Ste 305, Broomfield, CO 80021-3493 (“**Assignee**”), all right, title and interest and obligations of Assignor in, to and under or arising out of:

(a) those documents set forth in Exhibit A entered into with the City of Pueblo, a Municipal Corporation (“**Counterparty**”), and attached hereto and made a part hereof (the “**Document**”);

(b) all guaranties, insurance policies, indemnifications, releases, affidavits, certificates, certificates of deposit, performance bonds, letters of credit and other documents, reports, opinions, agreements and instruments executed and/or delivered in connection with the Document;

(c) all assignments and/or pledges, whether direct or collateral, beneficial or equitable interests, proceeds, royalties, contracts, plans, specifications, permits, licenses, reserves, holdbacks, escrows, deposits, accounts, stocks, bonds and securities in connection with the Document;

(d) all modifications, amendments, consolidations, renewals, extensions or restatements of any of the foregoing; and

(e) all demands, claims, causes of action and judgments relating to any of the foregoing and all rights accrued or to accrue thereunder.

Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of Assignor arising after the date hereof out of the Document and other interests so assigned.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

Except as provided explicitly below, this Assignment is made by Assignor and assumed and accepted by Assignee without any guarantee, representation or warranty of any kind on the part of Assignor and without recourse to Assignor in any event or for any cause. Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Document to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no agreement with any party other than Assignee.

Counterparty hereby acknowledges and agrees that, on and from the date of this Assignment:

(a) Counterparty shall perform its obligations under the Document for the benefit of the Assignee in the same manner as such performance would be required thereunder for the Assignor; and

(b) Counterparty shall accept performance under the Document by Assignee in the same manner as if such performance would have been rendered by the Assignor.

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

Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

Assignor hereby agrees to execute such other assignments, instruments and other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of, the assignment made hereunder.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Assignor, Assignee and Counterparty have duly executed this Assignment as of the _____ day of _____, 2024.

ASSIGNOR:

BIF IV Intrepid OpCo LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ASSIGNEE:

Intrepid Pueblo LLC,
a Delaware limited liability company

By: _____
Name:
Title:

COUNTERPARTY:

City of Pueblo,
a Municipal Corporation

By: _____
Name: Heather Graham
Title: Mayor

Exhibit A

Document

1. License Agreement, dated as of April 11, 2022, by and between the City of Pueblo and BIF IV Intrepid OpCo LLC (approved by Ordinance No. 10148).
2. Exchange Agreement dated January 5, 2023, by and between the City of Pueblo and BIF IV Intrepid OpCo LLC (approved by Ordinance No. 10380).



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE (1) APPROVING TWO MEMORANDA OF AGREEMENTS BETWEEN THE CITY OF PUEBLO AND THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION RELATED TO THE CONVEYANCE OF REAL PROPERTY BETWEEN THE CITY AND CDOT, (2) ACCEPTING AND APPROVING A SPECIAL WARRANTY DEED CONVEYING PROPERTY FROM THE CITY TO CDOT, (3) ACCEPTING AND APPROVING A QUITCLAIM DEED FROM CDOT TO THE CITY, (4) ACCEPTING AND APPROVING A WARRANTY DEED CONVEYING PROPERTY FROM NEIGHBORHOOD SERVICES, INC. TO THE CITY, (5) ESTABLISHING PROJECT ACCOUNT NUMBER CI2422 - FIRE STATION 1 LAND PROCUREMENT, (6) TRANSFERRING FUNDS IN THE AMOUNT OF \$160,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND AND BUDGETING AND APPROPRIATING SAID FUNDS IN PROJECT CI2422 - FIRE STATION 1 LAND PROCUREMENT, AND (7) AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO FACILITATE THE TRANSACTIONS DESCRIBED HEREIN

SUMMARY:

This Ordinance will approve and facilitate several real estate conveyance transactions between the City and CDOT, as well as the conveyance of a parcel from Neighborhood Services to the City. All of the transactions approved herein are intended to facilitate CDOT's upcoming project to reconstruct the US Highway 50 Bypass interchange at I-25 and to secure land that may be used as a future site for a new City fire station near the intersection of S. Santa Fe Avenue and Ilex Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In support of its project to reconstruct the I-25/US-50B interchange, CDOT has requested the City convey three parcels of land to facilitate construction of the new bridges over Fountain Creek and the railroad tracks. CDOT also intends to acquire property adjacent to Chinook Lane in the City's name to provide additional right-of-way for the realignment of that street, which is a City roadway.

The City has been working to identify a location suitable for the construction of a new Fire Station No. 1 to replace the aging building currently located at 425 West 7th Street. CDOT currently owns two parcels of land located near Santa Fe Avenue and D Street (commonly referred to as "Ilex") that could meet this need for the City. In discussions with CDOT, they are willing to convey those two parcels to the City as part of the transaction on a first-right-of-refusal basis. If the City does not accept the transfer of the parcels, CDOT could offer them for sale to other public entities or to the public.

FINANCIAL IMPLICATIONS:

The City will convey three parcels of land to CDOT located in the vicinity of the US Highway 50 Bypass interchange. The value of these City-owned parcels has been negotiated to be \$200,000.00.

CDOT will convey two parcels of land to the City located at the intersection of Ilex Street and S. Santa Fe Avenue. These parcels have been assessed at approximately \$360,000.00.

The difference in the value of the land being conveyed to each party results in a net value transfer to the City of approximately \$160,000, which the City would need to pay to CDOT in order to complete the transaction. This Ordinance establishes project account CI2422 - Fire Station 1 Land Procurement, and budgets and appropriates \$160,000.00 from the City's unappropriated General Fund balance into said project account. These funds will be used to pay CDOT the difference in net value for the properties being conveyed between the parties.

In addition, CDOT will acquire a parcel of land from a private owner, Neighborhood Services, Inc., located at 1080 Chinook Lane on behalf of the City. That parcel will be used to expand the Chinook Lane right-of-way, a City-maintained street. CDOT did not include the valuation of this property in its property conveyance proposal, resulting in a minor overall savings to the City.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this ordinance will prevent the City from conveying and accepting the properties described above. CDOT's project to reconstruct the US Highway 50 Bypass will also incur significant delays if it is required to obtain the property through its powers of eminent domain. In addition, the City will lose its opportunity to acquire the real property at Ilex and Santa Fe, which is an ideal location for providing fire and emergency services in the central and downtown areas of the City with direct access to both north- and south-bound I-25 via the Santa Fe Avenue on-ramps.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 1-A) MOA (City to CDOT) - as negotiated
2. 1-B) MOA (CDOT to City)
3. 2) Special Warranty Deed City to CDOT
4. 3) QCD State to City of Pueblo - EX-8 and EX-9
5. 4) Warranty Deed to City of Pueblo - RW-215

ORDINANCE NO.

AN ORDINANCE (1) APPROVING TWO MEMORANDA OF AGREEMENTS BETWEEN THE CITY OF PUEBLO AND THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION RELATED TO THE CONVEYANCE OF REAL PROPERTY BETWEEN THE CITY AND CDOT, (2) ACCEPTING AND APPROVING A SPECIAL WARRANTY DEED CONVEYING PROPERTY FROM THE CITY TO CDOT, (3) ACCEPTING AND APPROVING A QUITCLAIM DEED FROM CDOT TO THE CITY, (4) ACCEPTING AND APPROVING A WARRANTY DEED CONVEYING PROPERTY FROM NEIGHBORHOOD SERVICES, INC. TO THE CITY, (5) ESTABLISHING PROJECT ACCOUNT NUMBER CI2422 - FIRE STATION 1 LAND PROCUREMENT, (6) TRANSFERRING FUNDS IN THE AMOUNT OF \$160,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND AND BUDGETING AND APPROPRIATING SAID FUNDS IN PROJECT CI2422 - FIRE STATION 1 LAND PROCUREMENT, AND (7) AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO FACILITATE THE TRANSACTIONS DESCRIBED HEREIN

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

SECTION 1.

The two Memoranda of Agreement between the City of Pueblo and the State of Colorado by and through the Colorado Department of Transportation related to the conveyance of real property, copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The Special Warranty Deed conveying certain real property from the City of Pueblo to the Department of Transportation, State of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

The Quitclaim Deed conveying certain real property from the Department of Transportation, State of Colorado to the City of Pueblo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 4.

The Special Warranty Deed conveying certain real property from Neighborhood Services, Inc. to the City of Pueblo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 5.

Project No. CI2422 - Fire Station 1 Land Procurement is hereby established.

SECTION 6.

Funds in the amount of \$160,000.00 are hereby transferred from the unappropriated fund balance of the General Fund and budgeted and appropriated into Project No. CI2422 - Fire Station 1 Land Procurement.

SECTION 7.

The Mayor is hereby authorized to execute each of the Memoranda of Agreement and Deeds approved and accepted in Sections 1 through 4 of this Ordinance in the name and on behalf of the City of Pueblo.

SECTION 8.

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

SECTION 9.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

**COLORADO DEPARTMENT OF
TRANSPORTATION
MEMORANDUM OF
AGREEMENT**

Project Code: 23535

Parcel No: RW-889, RW-208, RW-211, AC-209, AC-211, TE-209, & TE-211

Project No: BR 025A-049

Location: I-25 in Pueblo

County: Pueblo

Highway No: I-25

This Memorandum of Agreement ("Agreement") made on (date) _____ is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) **City of Pueblo, a Municipal Corporation** (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits) RW-208, RW-208 (sign site lease) & RW-211	9.8562 Sq.ft ☐ /acres ☒	\$98,637.00
Land (described in attached exhibits) RW-889	8,572 Sq.ft ☒ /acres ☐	\$4,290.00
Temporary Easements (described in attached exhibits) TE-209 & TE-211	6.8807 Sq.ft ☐ /acres ☒	\$5,505.00
Improvements		\$
Damages		\$
	Gross Total	\$108,432.00 \$200,000.00
	Less Credit	\$
	Net Total	\$200,000.00 (rd)

Other conditions: This Temporary Easement will terminate two (2) years from the date construction starts or 30 days after completion of construction, whichever is earlier. The phrase "date construction starts" means the date the contractor enters the property to begin construction. No other document is required.

The City of Pueblo will be donating the value of the Land and Temporary Easement(s) in exchange for a reduction in value on parcels on 8-EX and 9-EX. The City's acquisition of those parcels will be handled through a separate agreement.

The GRANTOR:

- 1) Acknowledges that just compensation was determined by an appropriate valuation procedure prepared in accordance with applicable laws and regulations, and hereby knowingly waives any right to contest such valuation;
- 2) Agrees the amount of money and/or compensation listed above is full consideration for the following land, easements, improvements, and damages of any kind whatsoever;
- 3) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 4) Enters this Agreement knowing that Transportation Commission has the power to authorize eminent domain and requires property for public purposes;
- 5) Shall be responsible for securing releases from all liens, judgments and financial encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any lawful other source;.
- 6) Will execute and deliver to GRANTEE those documents indicated below;

- 7) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 8) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.
- 9) Acknowledges and agrees that by signing this Agreement, it may be waiving rights, including, but not limited to, the right to contest GRANTEE's taking of possession or title to the property by eminent domain.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 7 and 8 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|--|--|
| ☒ Special Warranty Deed | ☐ Utility Easement |
| ☒ Access Deed | ☐ Permanent Easement |
| ☐ Full Release(s) Book/Page: | ☐ Slope Easement |
| ☐ Partial Release(s) Book/Page: | ☒ Temporary Easement |
| ☐ Or (specify) | |
| ☐ Title Company to prepare documents except | |

Order Warrant \$200,000.00	Payable to: City of Pueblo, a Municipal Corporation
Order Warrant \$	Payable to:

Real Estate Specialist By: TJ Thiebaut	GRANTOR signature Attach form W-9 City of Pueblo, a Municipal Corporation By: Nicholas A. Gradisar, Mayor
Division approval (Region ROW Manager) By: Amber Billings	GRANTOR signature (if applicable) By: Click or tap here to enter text.

cc: Project Development Branch – ROW Services (original)
Property Owner
Region Right-of-Way Manager
Region Program Engineer/Resident Engineer/Project Engineer

**COLORADO DEPARTMENT OF
TRANSPORTATION
MEMORANDUM OF
AGREEMENT**

Project Code: 23535

Parcel No: RW-889, RW-208, RW-211, AC-209, AC-211, TE-209, & TE-211

Project No: BR 025A-049

Location: I-25 in Pueblo

County: Pueblo

Highway No: I-25

This Memorandum of Agreement ("Agreement") made on (date) _____ is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) **City of Pueblo, a Municipal Corporation** (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits) RW-208, RW-208 (sign site lease) & RW-211	9.8562 Sq.ft ☐ /acres ☒	\$0
Land (described in attached exhibits) RW-889	8,572 Sq.ft ☒ /acres ☐	\$0
Temporary Easements (described in attached exhibits) TE-209 & TE-211	6.8807 Sq.ft ☐ /acres ☒	\$0
Improvements		\$
Damages		\$
	Gross Total	\$0
	Less Credit	\$
	Net Total	\$0

Other conditions: This Temporary Easement will terminate two (2) years from the date construction starts or 30 days after completion of construction, whichever is earlier. The phrase "date construction starts" means the date the contractor enters the property to begin construction. No other document is required.

The City of Pueblo will be donating the value of the Land and Temporary Easement(s) in exchange for a reduction in value on parcels on 8-EX and 9-EX. The City's acquisition of those parcels will be handled through a separate agreement.

The GRANTOR:

- 1) Acknowledges that just compensation was determined by an appropriate valuation procedure prepared in accordance with applicable laws and regulations, and hereby knowingly waives any right to contest such valuation;
- 2) Agrees the amount of money and/or compensation listed above is full consideration for the following land, easements, improvements, and damages of any kind whatsoever;
- 3) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 4) Enters this Agreement knowing that Transportation Commission has the power to authorize eminent domain and requires property for public purposes;
- 5) Shall be responsible for securing releases from all liens, judgments and financial encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any lawful other source; This includes grantor properly obtaining necessary releases of liens, financial encumbrances, or other documents, as

- 6) Will execute and deliver to GRANTEE those documents indicated below;
- 7) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 8) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.
- 9) Acknowledges and agrees that by signing this Agreement, it may be waiving rights, including, but not limited to, the right to contest GRANTEE's taking of possession or title to the property by eminent domain.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 7 and 8 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|--|--|
| ☒ General Warranty Deed | ☐ Utility Easement |
| ☒ Access Deed | ☐ Permanent Easement |
| ☐ Full Release(s) Book/Page: | ☐ Slope Easement |
| ☐ Partial Release(s) Book/Page: | ☒ Temporary Easement |
| ☐ Or (specify) | |
| ☐ Title Company to prepare documents except | |

Order Warrant \$0

Payable to: **City of Pueblo, a Municipal Corporation**

Order Warrant \$	Payable to:	
Real Estate Specialist	GRANTOR signature	Attach form W-9
By: TJ Thiebaut	City of Pueblo, a Municipal Corporation	
Division approval (Region ROW Manager)	By: Nicholas A. Gradisar, Mayor	
By: Amber Billings	GRANTOR signature (if applicable)	
	By: Click or tap here to enter text.	

cc: Project Development Branch – ROW Services (original)
Property Owner
Region Right-of-Way Manager
Region Program Engineer/Resident Engineer/Project Engineer

EXHIBIT "A"

PROJECT NUMBER: BR 025A-049 UNIT 2

PARCEL NUMBER: RW-208

Project Code: 23535

Date: April 13, 2023

DESCRIPTION

A tract or parcel of land, No. RW-208 of the Department of Transportation, State of Colorado, Project No. BR 025A-049 Unit 2, containing 212,711 square feet, (4.883 acres) more or less, being a portion the property described in the Office of the Pueblo County Clerk and Recorder at Reception No. 495685, situated in the SW1/4 of Section 19, Township 20 South, Range 64 West, of the 6th Principal Meridian, in Pueblo County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at a point from which the W1/4 corner of said Section 19, (a 2" Aluminum Cap stamped "2011 - PLS37928"), bears N39°24'27"E, a distance of 2,235.97 feet, said point being the northeast corner of the property described at said Reception No. 495685, said point also being the TRUE POINT OF BEGINNING:

1. Thence along the easterly line of said property, S02°34'29"E, a distance of 797.09 feet, to a point on the northerly right-of-way line of US Highway 50;
2. Thence along said right-of-way line, on the arc of a curve to the left, a distance of 95.59 feet, said curve has a radius of 2,965.00 feet, a central angle of 01°50'50" and a long chord bearing N85°50'44"W, a distance of 95.59 feet;
3. Thence continuing along said right-of-way line, N83°48'12"W, a distance of 248.88 feet, to the southwest corner of the property described at said Reception No. 495685;
4. Thence along the westerly line of said property, N07°59'09"E, a distance of 772.01 feet, to the northwest corner of said property;
5. Thence along the northerly line of said property, S89°24'58"E, a distance of 199.71 feet, more or less to the TRUE POINT OF BEGINNING.

The above described tract or parcel of land contains 212,711 square feet, (4.883 acres) more or less.

The purpose of the above described tract or parcel of land is highway construction.

Basis of Bearings: Bearings are based on a bearing of S46°20'12"E, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian (a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

Prepared for and on behalf of the
Colorado Department of Transportation
Lorelei A. Ward PLS #34982
Farnsworth Group, Inc.
5775 Mark Dabling Road, Suite 190
Colorado Springs, CO 80919



EXHIBIT "A"

**ACCESS CONTROL AC-209
PROJECT NUMBER: 025A-049 UNIT 2
SECTION 19, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: APRIL 13, 2023**

DESCRIPTION

BR 025A-049 Unit 2
(Project No.)

AC-209
(Parcel No.)

Left (North)
(Location of Line)

Beginning at a point from which the W1/4 corner of said Section 19, (a 2" Aluminum Cap stamped "2011 - PLS37928"), bears N36°06'06"W, a distance of 2,136.20 feet, said point being the TRUE POINT OF BEGINNING:

1. Thence S89°24'58"E, a distance of 121.67 feet to the center of a 15.0 foot opening which is being excepted from this access limitation;
2. Thence continuing S89°24'58"E, a distance of 39.11 feet more or less to the property line;

ONE 15FT TRAIL ACCESS

Basis of Bearings: Bearings are based on a bearing of S46°20'12"E, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian (a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

For and on Behalf of
The Colorado Department of Transportation
Lorelei A. Ward, PLS 34982
Farnsworth Group Inc.
5775 Mark Dabling Boulevard, Suite 190
Colorado Springs, CO 80919



EXHIBIT "A"

**PROJECT NUMBER: BR 025A-049 UNIT 2
TEMPORARY EASEMENT NUMBER: TE-209**

Project Code: 23535

Date: May 22, 2023

DESCRIPTION

A temporary easement, No. TE-09 of the Department of Transportation, State of Colorado, Project No. BR 025A-049 Unit 2, containing 36,402 square feet, (0.836 acres) more or less, being a portion the property described in the Office of the Pueblo County Clerk and Recorder at Reception No. 530633, situated in the SW1/4 of Section 19, Township 20 South, Range 64 West, of the 6th Principal Meridian, in Pueblo County, Colorado, said temporary easement being more particularly described as follows:

Commencing at a point from which the W1/4 corner of said Section 19, (a 2" Aluminum Cap stamped "2011 - PLS37928"), bears N34°44'28"W, a distance of 2,099.65 feet, said point being the southwest corner of the property described at said Reception No. 530633, said point also being the TRUE POINT OF BEGINNING:

1. Thence along the westerly line of said property, N13°32'53"E, a distance of 278.61 feet;;
2. Thence S39°11'29"E, a distance of 243.51 feet, to a point on the easterly line of said property;
3. Thence along said easterly property line, S02°34'29"E, a distance of 84.49 feet, to the southeast corner of said property;
4. Thence along the southerly line of said property, N89°24'58"W, a distance of 222.95 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described temporary easement contains 36,402 square feet, (0.836 acres) more or less.

The purpose of the above described temporary easement is highway construction.

Basis of Bearings: Bearings are based on a bearing of S46°20'12"E, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian (a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

Prepared for and on behalf of the Colorado Department of Transportation
Lorelei A. Ward PLS #34982
Farnsworth Group, Inc.
5775 Mark Dabling Road, Suite 190
Colorado Springs, CO 80919



EXHIBIT "A"

PROJECT NUMBER: BR 025A-049 UNIT 2

PARCEL NUMBER: RW-211

Project Code: 23535

Date: April 13, 2023

DESCRIPTION

A tract or parcel of land, No. RW-211 of the Department of Transportation, State of Colorado, Project No. BR 025A-049 Unit 2, containing 208,044 square feet, (4.776 acres) more or less, being a portion the property described in the Office of the Pueblo County Clerk and Recorder at Reception No. 619769, situated in the SW1/4 of Section 19, Township 20 South, Range 64 West, of the 6th Principal Meridian, in Pueblo County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at a point from which the W1/4 corner of said Section 19, (a 2" Aluminum Cap stamped "2011 - PLS37928"), bears N40°40'14"W, a distance of 2,278.69 feet, said point being the TRUE POINT OF BEGINNING:

1. Thence S16°37'50"E, a distance of 527.82 feet;
2. Thence S70°37'18"E, a distance of 327.54 feet, to a point on the westerly right-of-way line of Chinook Lane;
3. Thence along said westerly right-of-way line, on the arc of a non-tangent curve to the left, a distance of 275.53 feet, said curve has a radius of 390.00 feet, a central angle of 40°28'44" and a long chord bearing S15°22'09"E, a distance of 269.84 feet, to a point on the northerly right-of-way line of US Highway 50;
4. Thence along said northerly right-of-way line, N75°49'14"W, a distance of 37.63 feet;
5. Thence continuing along said northerly right-of-way line, N16°05'14"W, a distance of 64.00 feet;
6. Thence continuing along said northerly right-of-way line, N89°52'14"W, a distance of 90.00 feet;
7. Thence continuing along said northerly right-of-way line, S00°07'46"W, a distance of 59.16 feet;

8. Thence continuing along said northerly right-of-way line, on the arc of a non-tangent curve to the left, a distance of 422.73 feet, said curve has a radius of 2,965.00 feet, a central angle of $08^{\circ}10'08''$ and a long chord bearing $N80^{\circ}50'15''W$, a distance of 422.37 feet, to the southwesterly corner of the property described at said Reception No. 619769;
9. Thence along the westerly line of said property, $N02^{\circ}34'29''W$, a distance of 797.09 feet;
10. Thence $S89^{\circ}23'50''E$, a distance of 65.59 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described tract or parcel of land contains 208,044 square feet, (4.776 acres) more or less.

The purpose of the above described tract or parcel of land is highway construction.

Basis of Bearings: Bearings are based on a bearing of $S46^{\circ}20'12''E$, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian (a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

Prepared for and on behalf of the
Colorado Department of Transportation
Lorelei A. Ward PLS #34982
Farnsworth Group, Inc.
5775 Mark Dabbling Road, Suite 190
Colorado Springs, CO 80919



EXHIBIT "A"

PROJECT NUMBER: BR 025A-049 UNIT 2
TEMPORARY EASEMENT NUMBER: TE-211

Project Code: 23535
Date: April 13, 2023

DESCRIPTION

A temporary easement, No. TE-211 of the Department of Transportation, State of Colorado, Project No. BR 025A-049 Unit 2, containing 263,326 square feet, (6.045 acres) more or less, being a portion the property described in the Office of the Pueblo County Clerk and Recorder at Reception No. 619769, situated in the SW1/4 of Section 19, Township 20 South, Range 64 West, of the 6th Principal Meridian, in Pueblo County, Colorado, said temporary easement being more particularly described as follows:

Commencing at a point from which the W1/4 corner of said Section 19, (a 2" Aluminum Cap stamped "2011 - PLS37928"), bears N40°40'14"W, a distance of 2,278.69 feet, said point being the TRUE POINT OF BEGINNING:

1. Thence S89°23'50"E, a distance of 528.87 feet;
2. Thence N00°43'52"E, a distance of 166.35 feet;
3. Thence S77°04'50"E, a distance of 100.35 feet;
4. Thence S12°55'10"W, a distance of 716.88 feet;
5. Thence on the arc of a curve to the left, a distance of 54.73 feet, said curve has a radius of 390.00 feet, a central angle of 08°02'23" and a long chord bearing S08°53'25"W, a distance of 54.68 feet;
6. Thence N70°37'18"W, a distance of 327.54 feet;
7. Thence N16°37'50"W, a distance of 527.82 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described temporary easement contains 263,326 square feet, (6.045 acres) more or less.

The purpose of the above described temporary easement is highway construction.

Basis of Bearings: Bearings are based on a bearing of S46°20'12"E, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian (a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

Prepared for and on behalf of the Colorado Department of Transportation
Lorelei A. Ward PLS #34982
Farnsworth Group, Inc.
5775 Mark Dabbling Road, Suite 190
Colorado Springs, CO 80919



EXHIBIT "A"

**ACCESS CONTROL AC-211
PROJECT NUMBER: 025A-049 UNIT 2
SECTION 19, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: APRIL 13, 2023**

DESCRIPTION

BR 025A-049 Unit 2
(Project No.)

AC-211
(Parcel No.)

Left (North)
(Location of Line)

Beginning at a point from which the W1/4 corner of said Section 19, (a 2" Aluminum Cap stamped "2011 - PLS37928"), bears N39°24'27"W, a distance of 2,235.97 feet, said point being the TRUE POINT OF BEGINNING:

1. Thence S89°24'58"E, a distance of 65.59 feet;
2. Thence S16°37'50"E, a distance of 527.82 feet;
3. Thence S70°37'18"E, a distance of 273.84 feet to the center of a 10.0 foot opening which is being excepted from this access limitation;
4. Thence continuing S70°37'18"E, a distance of 53.70 feet, more or less, to the westerly right of way line of Chinook Lane;

ONE 10FT TRAIL ACCESS

Basis of Bearings: Bearings are based on a bearing of S46°20'12"E, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian (a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

For and on Behalf of
The Colorado Department of Transportation
Lorelei A. Ward, PLS 34982
Farnsworth Group Inc.
5775 Mark Dabling Boulevard, Suite 190
Colorado Springs, CO 80919



EXHIBIT "A"

PROJECT CODE: 23535
PROJECT NUMBER: BR 025A-049
PARCEL NUMBER: RW-889
DATE: JULY 29, 2020

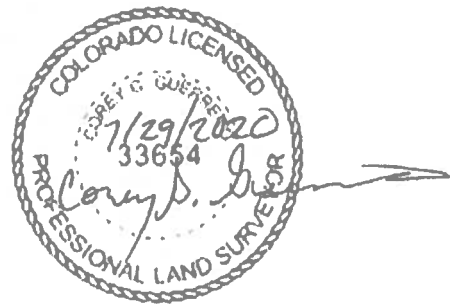
LEGAL DESCRIPTION

A tract or parcel of land No. RW-889 of the Department of Transportation, State of Colorado, Project Code 23535, Project Number BR 025A-049, located in the SE 1/4 of Section 24, Township 20 South, Range 65 West in Pueblo County, Colorado. All of that real property as described and accepted by Ordinance #2746 recorded at Reception Number 333766 in Book 1598 at Page 598, on July 5, 1966 of the Pueblo County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

NORTH FIFTY (50) FEET OF THE SOUTH FIFTY-SIX (56) FEET OF VACATED 26TH STREET LYING BETWEEN THE EAST RIGHT-OF-WAY LINE OF THE FREEWAY (NOW U.S. 85-87), AND THE WEST RIGHT-OF-WAY LINE THE D. & R. G. W. RAILROAD, AS 26TH STREET WAS VACATED BY CITY ORDINANCE #1558, ADOPTED MARCH 7, 1949, BY THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, BE AND THE SAME IS HEREBY ACCEPTED AS A PUBLIC WAY AND ALLEY.

The above described tract or parcel of land contains 8,572 square feet (0.197 acres) more or less, as being assessed by the Pueblo County Assessor's office.

For and on behalf of the
Colorado Department of Transportation
Corey Glenn Guerrero, PLS 33654
Surveying and Mapping, LLC (SAM)
555 Zang Street, Suite 210
Lakewood, CO 80228
(303) 988-5852



MEMORANDUM OF AGREEMENT	Parcel	The southeast corner of S. Santa Fe Avenue and D Street
	• Location:	
	• Parcel # or TSN:	431310013 and a part of 431310016 for 8-EX and a part of 1406202009 for 9-EX
Project: CDOT Parcel Acquisition		
This Agreement ("Agreement") made effective the date of the last signature hereto, is between the property owner(s), COLORADO DEPARTMENT OF TRANSPORTATION ("Grantor") and the CITY OF PUEBLO , a Municipal Corporation, ("City"). Grantor and City hereby agree as follows:		
Property:		
Fee Simple Interest: (described in attached Exhibits 8-EX and 9-EX)		\$ 348,000
Improvements: Gravel paving		\$ 12,000
Damages / Other: NONE		\$
Gross Total Compensation		\$ 360,000
Less Negotiated Credit for RW-209, TE-208, AC-209, RW-889 to be conveyed to CDOT for the US50B/I-25 (23535) Project		\$ (200,000)
Net Total Compensation		\$ 160,000
Conveyance Documents (attached hereto and hereby made a part of this Agreement):		
☒	Quitclaim Deed (1)	
☐	Other: Statement of Authority	
Other Conditions and Agreements:		
A. Grantor and City agree that: - This Agreement is binding upon Grantor and Grantor's heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees upon execution by Grantor. - There are no promises, terms, conditions, or obligations with respect to the transaction contemplated herein, other than those listed in this Agreement. - Nothing in this Agreement is intended to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement. The City specifically does not waive or intend to waive any protection, immunity or other provision of the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as now written or amended in the future. - The compensation shown on this Agreement is good and sufficient compensation for all of the Property, improvements and damages of any kind, occurring out of or related to City's acquisition of the Property Interest. - Payment of the compensation to Grantor shall take place at Closing. Closing may take place at a title company ("Title Company") or such other place as City may designate. Closing shall occur after City has received the executed Conveyance Documents, and after City is satisfied with Grantor's title to the Property. - The City will be entitled to take possession of the Property upon full execution of this Agreement, but in no event prior to approval of this Agreement by City Council if such approval is required. B. Grantor: - Will execute and deliver to City the Conveyance Documents and such other documents as may reasonably be required by the Title Company in order for City to receive an insurable interest in the Property. - Will not sell the Parcel or grant any easements or other encumbrances on the Parcel that are inconsistent with the Property conveyed hereunder to any third party until after the Quitclaim Deed is recorded. - Acknowledges the amount indicated above for damages, if applicable, is good and sufficient compensation for damages of any kind, occurring out of or related to City's acquisition of the Property. - Will remove any and all personal property from the Property within thirty (30) days after the date this Agreement is executed, and shall not place additional personal property on the Property. - Is tax exempt.		
Order Warrant for: \$160,000.00		Payable to: Colorado Department of Transportation
Andrew E. Hayes, Director of Public Works		Colorado Department of Transportation
		By: _____
		Name: _____
Date: _____		Title: _____ Date: _____
Nicholas A. Gradisar, Mayor		Approved as to Form/Office of the City Attorney:
Date: _____		

SPECIAL WARRANTY DEED

THIS DEED is dated _____, and is made between CITY OF PUEBLO, A MUNICIPAL CORPORATION the “Grantor”, whose legal address is 1 CITY HALL PLACE, PUEBLO, COLORADO 81003 of the City and County of Pueblo and State of Colorado, and DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, the “Grantee,” whose legal address is 2829 W. HOWARD PLACE, DENVER, COLORADO 80204 of the City and County of Denver and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee’s heirs and assigns forever, all the real property, together with any improvements thereon, located in the City of Pueblo, County of Pueblo, and State of Colorado, described as follows:

See attached Exhibit “A” dated July 29, 2020, for:
Project Number: BR 025A-049
Parcel Number: RW-889, RW-208, RW-211, AC-209, AC-211
Project Code: 23535

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee’s heirs and assigns forever.

The Grantor, for the Grantor and the Grantor’s heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee’s heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: ☐ none; or ☒ the following matters:

This deed, and the rights and interests herein conveyed, shall be-and constitute a perpetual burden upon the real property of Grantor or Grantors, adjoining the hereinbefore described access line or lines, across which access will be denied, as herein set forth, and shall-be binding upon the Grantor or Grantors, and all the heirs, successors and assigns of the Grantor or Grantors, with respect to said adjoining real property.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

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

SELLERS:

City of Pueblo, a Municipal Corporation

By: Nicholas A. Gradisar, Mayor

STATE OF)
) ss.
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by: Nicholas A. Gradisar, Mayor of the City of Pueblo, a Municipal Corporation.

Witness my hand and official seal.
My commission expires: _____

Notary Public

QUITCLAIM DEED

THIS DEED is dated _____, and is made between DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, the “Grantor”, whose legal address is 2829 W. Howard Place, Denver, CO 80204, of the City and County of Denver and State of Colorado, and the City of Pueblo, a municipal corporation the “Grantee,” whose legal address is 1 City Hall Place, Pueblo, Colorado 81003 in the County of Pueblo and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee’s heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Pueblo and State of Colorado, described as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT “A”

also known by street address as: N/A
and assessor’s schedule or parcel number : 431310013 and 1406202009

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee’s heirs and assigns, forever.

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

ATTEST: DEPARTMENT OF TRANSPORTATION:
STATE OF COLORADO

Andrea Griner Keith Stefanik, P.E
Chief Clerk - Property Management Chief Engineer

STATE OF COLORADO)
County of) ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Keith Stefanik, P.E. as Chief Engineer and Andrea Griner as Chief Clerk, Property Management for the State of Colorado, Department of Transportation.

Witness my hand and official seal.
My commission expires:

Notary Public

WARRANTY DEED

THIS DEED is dated _____, and is made between NEIGHBORHOOD SERVICES, INC., A COLORADO CORPORATION, the “Grantor”, and CITY OF PUEBLO, A MUNICIPAL CORPORATION, the “Grantee,” whose legal address is 1 CITY HALL PLACE, PUEBLO, COLORADO 81003 of the City and County of Pueblo and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of Eight Thousand Eight Hundred Twenty and 00/100 Dollars (\$8,820.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee’s heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Pueblo, and State of Colorado, described as follows:

See attached Exhibit “A” dated April 13, 2023, for:
Project Number: BR 025A-049
Parcel Number: RW-215
Project Code: 23535

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee’s heirs and assigns forever.

The Grantor, for the Grantor and the Grantor’s heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee’s heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: ☒ none; or ☐ the following matters:

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

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

SELLERS:

Neighborhood Services, Inc., a Colorado corporation

By: Richard Rivera, President

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Richard Rivera as President of Neighborhood Services, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT "A"

PROJECT NUMBER: BR 025A-049 UNIT 2

PARCEL NUMBER: RW-215

Project Code: 23535

Date: April 13, 2023

DESCRIPTION

A tract or parcel of land, No. RW-215 of the Department of Transportation, State of Colorado, Project No. BR 025A-049 Unit 2, containing 2,940 square feet, (0.067 acres) more or less, being a portion the property described in the Office of the Pueblo County Clerk and Recorder at Reception No. 1877645, situated in the SW1/4 of Section 19, Township 20 South, Range 64 West, of the 6th Principal Meridian, in Pueblo County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at a point from which the S1/4 corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30"), bears S86°36'15"E, a distance of 609.26 feet, said point being the TRUE POINT OF BEGINNING:

1. Thence S62°40'42"W, a distance of 9.82 feet;
2. Thence S00°23'55"W, a distance of 29.48 feet, to a point on the easterly right-of-way line of Chinook Lane;
3. Thence along said easterly right-of-way line, on the arc of a non-tangent curve to the right, a distance of 242.52 feet, said curve has a radius of 310.00 feet, a central angle of 44°49'24" and a long chord bearing N33°14'54"W, a distance of 236.38 feet;
4. Thence on the arc of a non-tangent curve to the left, a distance of 222.65 feet, said curve has a radius of 235.50 feet, a central angle of 54°10'07" and a long chord bearing S40°14'19"E, a distance of 214.45 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described tract or parcel of land contains 2,940 square feet, (0.067 acres) more or less.

The purpose of the above described tract or parcel of land is highway construction.

Basis of Bearings: Bearings are based on a bearing of S46°20'12"E, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian (a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

Prepared for and on behalf of the
Colorado Department of Transportation
Lorelei A. Ward PLS #34982
Farnsworth Group, Inc.
5775 Mark Dabling Road, Suite 190
Colorado Springs, CO 80919





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF MILITARY & VETERANS AFFAIRS (DMVA) AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER DMVA FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

SUMMARY:

This Ordinance approves a MOU between the Colorado Department of Military & Veterans Affairs and The Pueblo Fire Department and the AHJ for the life-safety services provided by AHJ for the best interest of the people served by the State of Colorado DMVA facilities that AHJ provide all review, inspections, and oversight for fire and related life-safety issues for these facilities.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado Department of Military & Veterans Affairs (DMVA) and The Pueblo Fire Department facilities are located in the City of Pueblo which fall under DMVA's jurisdiction.

FINANCIAL IMPLICATIONS:

The cost of would the compliance with the MOU for building construction review and related inspections, fire safety inspections, and fire safety permits as provided in the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose to reject this Ordinance alternatives to the Pueblo Readiness Center would need to be explored.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. MOU_Pueblo Fire Department

ORDINANCE NO.

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF MILITARY & VETERANS AFFAIRS (DMVA) AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER DMVA FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

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

SECTION 1.

The MOU between the Colorado Department of Military & Veterans Affairs and The Pueblo Fire Department, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance. 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

STATE OF COLORADO

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

6848 South Revere Parkway
Centennial, Colorado 80112
Phone (720) 250-1500



Jared Polis
Governor

Major General
Laura L. Clellan
The Adjutant General

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO DEPARTMENT OF MILITARY & VETERANS AFFAIRS AND THE PUEBLO FIRE DEPARTMENT

WHEREAS the State of Colorado Department of Military & Veterans Affairs (DMVA) facilities that are located in the City of Pueblo fall under the jurisdiction and protection of the Pueblo Fire Department, the Authority Having Jurisdiction (AHJ), DMVA recognizes the life-safety services provided by the authority and therefore affirms that it is in the best interest of the State of Colorado DMVA and the people served by State of Colorado DMVA facilities that the authority provide all reviews, inspections, and oversight for fire and related life-safety issues for these facilities.

The State of Colorado Department of Military & Veterans Affairs and the Pueblo Fire Department enter into this "Memorandum of Understanding" to define the services provided by the authority for the protection of the State of Colorado DMVA facilities and to acknowledge that the State of Colorado DMVA has an obligation to abide by the decisions made by the authority in the following areas governed by life safety and fire safety codes:

1. **Building Construction Plan Review and Related Inspections (fire and related life safety issues):**
 - 1.1. Review and approval of plans for new construction and/or renovation of existing buildings or portions thereof.
2. **Fire Safety Inspections:**
 - 2.1. Annual property inspections conducted by Pueblo Fire Department Prevention personnel.
3. **Fire Safety Permits:**
 - 3.1. Review and issuance of official permits to authorize use, handling, storage, manufacturing, occupancy or control of specific hazardous operations and conditions.

The numbered points below are not an exhaustive list of topics included in the City of Pueblo Fire Code but represent the key points on which understanding between the parties of this MOU is critical.

1. The AHJ has currently adopted the 2018 International Fire Code, with amendments and referenced life-safety-related standards, all of which, taken together, are known as the Code. The State of Colorado DMVA accepts this code as the standard to be used for the State property within the City of Pueblo and recognizes the rights of the Pueblo Fire Department to adopt changes and/or newer versions of fire and life-safety codes, standards, and amendments, with advance notification.
2. DMVA shall submit all building plans and applicable shop drawings for any new or extensively remodeled or renovated buildings to the authority for review for compliance with the Code, including but not limited to fire department access, hydrant water supply, fire alarm, smoke, and fire suppression systems. The authority shall provide timely review, comment, and approval of submitted plans. DMVA or its contractor shall submit any required fees for plan review and inspections per the current authority Fee Schedule.
3. Installation work and inspections on fire-safety systems for the State of Colorado DMVA must be carried out by technicians holding a current license issued by the State of Colorado.
4. The State of Colorado DMVA shall obtain permission to occupy any new or extensively renovated building or building areas from the authority when the construction or renovation work is substantially complete and safe to occupy. Then, the DMVA Delegate to the Office of the State Architect will issue the Notice of Approval of Occupancy/Use.
5. The State of Colorado DMVA recognizes the AHJ's right and authority to perform fire safety inspections of existing structures within its jurisdiction and to require and issue Fire Safety Permits. All reports summarizing the annual fire safety Inspection shall be submitted to DMVA.
6. The DMVA facility Pueblo Readiness Center, located at 1215 Acero Avenue, Pueblo, CO 81004, does not store any chemicals or hazardous materials over the reporting thresholds. If this changes, the DMVA Environmental Department will fill out the information using the EPA's Tier II database. All reports will be provided to the authority.
7. State of Colorado DMVA will mandate that contractors provide timely notification to the authority whenever confined space entry is planned once the applicable AHJ permit(s) is (are) in place.
8. State of Colorado DMVA will mandate that contractors provide timely notification to the authority when asbestos special hazard procedures are needed. State of Colorado DMVA will follow the State of Colorado Department of Public Health and Environment requirements.
9. State of Colorado DMVA will adhere to all authority requirements and procedures for instituting a fire watch when critical components of a building's life-safety system(s) become disabled or an unsafe condition exists within a building. The applicable Pueblo Fire Department Fire Safety Permit(s) shall be in place. A fire watch will be implemented by the National Guard Unit and DMVA when soldier billeting occurs during training or other sanctioned activity.
10. State of Colorado DMVA shall notify the authority of any activities or events that entail an activity or use that goes beyond the designed/approved occupancy use of the space or the area (i.e., extended use of the facility during an emergency response mission by the

Colorado Army National Guard, large open house, or outdoor events that may have a negative impact on emergency vehicle access).

11. If the authority, during one of its visits or inspections, notes or discovers any life-safety concern that is outside of the reviews that are done in conjunction with a construction project, then the authority will call the issue/concern to the attention of DMVA. All reports summarizing the annual fire safety inspection also shall be submitted to DMVA. DMVA and the authority agree that correction of inspection deficiencies will be completed when funds are available.
12. Parties agree that this MOU may be subject to amendments jointly approved. This memorandum of understanding has been reviewed and found acceptable by both the State of Colorado DMVA and the Pueblo Fire Department. This MOU will be in effect on the date it is executed by all parties. By signature below, the party certifies that the individuals listed in this document as representatives of such party are authorized to act in their respective areas for matters related to this MOU.

COLORADO DEPARTMENT OF MILITARY & VETERANS AFFAIRS Facilities Administration Contact: Department of Military & Veterans Affairs Domenick Scarimbolo State Buildings Program Delegate 6848 South Revere Parkway Centennial, CO 80112 Ph.: 303-517-9468	PUEBLO FIRE DEPARTMENT
Signature Domenick Scarimbolo Name State Buildings Program Delegate Title	Signature Name Title
Date	Date

Department of Military & Veterans Affairs Facilities
Exhibit A – DMVA Facilities in AHJ

1. Pueblo Readiness Center
1215 Acero Avenue, Pueblo, CO 81004
Phone: 720-250-3600



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Interim City Attorney
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING THREE (3) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING OF THE LAW DEPARTMENT

SUMMARY:

The City Law Department requests the addition of three (3) full-time positions to enhance the operational efficiency of the department and meet the increased demands for legal services within the City organization.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

The Law Department is currently staffed with seven full-time attorney positions. Every legal document, ordinance, resolution, and legal issue in the City is routed through the Law Department for review, resolution, or approval. Within the City organization, there are eighteen City departments with forty-eight specific functions of specialized law as outlined below:

DEPARTMENT OR FUNCTION
Administrative Enforcement- Liquor and Marijuana
Administrative Enforcement- Abatements (including Demolitions, Lien Enforcement & Collections) and Code Enforcement
Administrative Enforcement- All other Departments
Airport
Animal Shelter
Annexations
City Clerk

City Council (Mayor/Elected Officials/Council Meetings)
City Council (Council Representation/Legislative)
Civil Service Commission
Economic Development
Finance/ARPA
Finance – Business Licensing
Fire Department
Fleet
Franchises
HARP
Housing & Citizen Services
Human Resources
Human Resources – Discipline
Information Technology
Labor Grievances & Arbitrations
Labor Grievances & Arbitrations – Discipline
Legislation
Litigation & Liaison to Outside Counsel
Liquor Board
Marijuana Board
Mayor / Chief of Staff
Municipal Court
Municipal Court Prosecutor
Parks & Recreation
Pension Boards
Planning & Community Development (HPC)
Planning & Zoning Commission and ZBA
Police Department
Police Department – Internal Affairs
Public Records – CCJRA (Regular and IA)
Public Records – SDTs (civil and criminal)
Public Records – CORA
Public Works
Pueblo Area Council of Governments (PACOG)
Purchasing
Regional Building
Sales & Use Tax
Stormwater
Transit
Urban Renewal
Wastewater

The Law Department has added one attorney position in the last eight years. During the same time period, the City has grown and expanded significantly, as have the legal issues to be reviewed and resolved.

An analysis of the staffing levels and workload within the Law Department has been performed. The analysis revealed that current service demands exceed existing staff

capacity. As a result, there are delays, a decrease in responsiveness and the excessive workload on the current attorney staff is detrimental to the overall operational efficiency of the City. Each attorney is assigned 7-10 departments/functions above. A more appropriate ratio of 4-5 departments/functions to one attorney is required to provide the expected quality of service.

The Interim City Attorney, with the Mayor's concurrence, recommends the addition of three (3) attorneys consisting of two Assistant City Attorneys and one Deputy City Attorney. Additionally, the ordinance provides a consolidated classification series of an Assistant City Attorney I/II/III to provide flexibility to hire attorneys at the appropriate level based on legal experience and assignment area. These changes will facilitate a critical rebalancing of workload and will allow the Law Department to timely respond to requests, to review and respond to community development prospects, avoid preventable project delays, and minimize lost opportunities for the City.

FINANCIAL IMPLICATIONS:

The cost of the additional positions for the remainder of 2024 is estimated to be \$310,203 which includes salary and benefits for eight months. If the two additional Assistant City Attorney positions are hired at a level other than Assistant City Attorney III, the costs would be proportionately reduced.

Additionally, the department has salary savings through March of \$59,576. Therefore, the total estimated cost for the remainder of 2024 to add the three positions is \$250,627.

Assistant City Attorney (I/II/III)

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (8months)
Salary	\$ 104,913	\$ 69,942
Retirement (PERA)	\$ 14,898	\$ 9,932
Health Insurance	\$ 23,275	\$ 11,638
Dental Insurance	\$ 296	\$ 197
Life Insurance	\$ 72	\$ 48
Medicare	\$ 1,521	\$ 1,014
Estimated Position Cost per position	\$ 144,975	\$ 92,770
Estimated Cost 2 Positions	\$ 289,949	\$ 185,541

Deputy City Attorney

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (8 months)
Salary	\$ 141,244	\$ 94,163
Retirement (PERA)	\$ 20,057	\$ 13,371
Health Insurance	\$ 23,275	\$ 15,517
Dental Insurance	\$ 296	\$ 197
Life Insurance	\$ 72	\$ 48
Medicare	\$ 2,048	\$ 1,365
Estimated Position Cost per position	\$ 186,992	\$ 124,662

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

The alternative would be to retain current staffing levels, which is not operationally desirable given the increased demand for legal services.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 03.11.24 Ordinance Add Three positions to Law Department_1DCA 2
ACA_032024

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2024
STAFFING ORDINANCE BY ADDING THREE (3) FULL-TIME
POSITIONS TO THE AUTHORIZED STAFFING OF THE LAW
DEPARTMENT

WHEREAS, it is necessary to revise the staffing for the ultimate efficiency and functionality for the City of Pueblo Law Department; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:
SECTION 1.

The following section captioned "Law Department" of Ordinance No. 10613, being the 2024 Staffing Ordinance, is amended as follows:

Law Department

City Attorney	1
Deputy City Attorney	<u>2</u>
<u>Assistant City Attorney I/II/III</u>	<u>7</u>
[Assistant City Attorney I	3]
[Assistant City Attorney II	1]
[Assistant City Attorney III	1]
Legal Assistant	1
Legal Support Assistant	1
Total	<u>12</u>

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 effectuate and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with respect to the number and allocation of positions within the Law Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

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: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Interim City Attorney
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING THREE (3) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING OF THE LAW DEPARTMENT

SUMMARY:

The City Law Department requests the addition of three (3) full-time positions to enhance the operational efficiency of the department and meet the increased demands for legal services within the City organization.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

The Law Department is currently staffed with seven full-time attorney positions. Every legal document, ordinance, resolution, and legal issue in the City is routed through the Law Department for review, resolution, or approval. Within the City organization, there are eighteen City departments with forty-eight specific functions of specialized law as outlined below:

DEPARTMENT OR FUNCTION
Administrative Enforcement- Liquor and Marijuana
Administrative Enforcement- Abatements (including Demolitions, Lien Enforcement & Collections) and Code Enforcement
Administrative Enforcement- All other Departments
Airport
Animal Shelter
Annexations
City Clerk

City Council (Mayor/Elected Officials/Council Meetings)
City Council (Council Representation/Legislative)
Civil Service Commission
Economic Development
Finance/ARPA
Finance – Business Licensing
Fire Department
Fleet
Franchises
HARP
Housing & Citizen Services
Human Resources
Human Resources – Discipline
Information Technology
Labor Grievances & Arbitrations
Labor Grievances & Arbitrations – Discipline
Legislation
Litigation & Liaison to Outside Counsel
Liquor Board
Marijuana Board
Mayor / Chief of Staff
Municipal Court
Municipal Court Prosecutor
Parks & Recreation
Pension Boards
Planning & Community Development (HPC)
Planning & Zoning Commission and ZBA
Police Department
Police Department – Internal Affairs
Public Records – CCJRA (Regular and IA)
Public Records – SDTs (civil and criminal)
Public Records – CORA
Public Works
Pueblo Area Council of Governments (PACOG)
Purchasing
Regional Building
Sales & Use Tax
Stormwater
Transit
Urban Renewal
Wastewater

The Law Department has added one attorney position in the last eight years. During the same time period the City has grown and expanded significantly, as have the legal issues to be reviewed and resolved.

An analysis of the staffing levels and workload within the Law Department has been performed. The analysis revealed that current service demands exceed existing staff capacity. As a result, there are delays, a decrease in responsiveness and the excessive workload on the current

attorney staff is detrimental to the overall operational efficiency of the City. Each attorney is assigned 7-10 departments/functions above. A more appropriate ratio of 4-5 departments/functions to one attorney is required to provide the expected quality of service.

The Interim City Attorney, with the Mayor's concurrence, recommends the addition of three (3) attorneys consisting of two Assistant City Attorneys and one Deputy City Attorney. Additionally, the ordinance provides a consolidated classification series of an Assistant City Attorney I/II/III to provide flexibility to hire attorneys at the appropriate level based on legal experience and assignment area. These changes will facilitate a critical rebalancing of workload and will allow the Law Department to timely respond to requests, to review and respond to community development prospects, avoid preventable project delays, and minimize lost opportunities for the City.

FINANCIAL IMPLICATIONS:

The cost of the additional positions for the remainder of 2024 is estimated to be \$310,203 which includes salary and benefits for eight months. If the two additional Assistant City Attorney positions are hired at a level other than Assistant City Attorney III, the costs would be proportionately reduced.

Additionally, the department has salary savings through March of \$59,576 therefore the total estimated cost for the remainder of 2024 to add the three positions is \$250, 627.

Assistant City Attorney (I/II/III)

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (8months)
Salary	\$ 104,913	\$ 69,942
Retirement (PERA)	\$ 14,898	\$ 9,932
Health Insurance	\$ 23,275	\$ 11,638
Dental Insurance	\$ 296	\$ 197
Life Insurance	\$ 72	\$ 48
Medicare	\$ 1,521	\$ 1,014
Estimated Position Cost per position	\$ 144,975	\$ 92,770
Estimated Cost 2 Positions	\$ 289,949	\$ 185,541

Deputy City Attorney

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (8 months)
Salary	\$ 141,244	\$ 94,163
Retirement (PERA)	\$ 20,057	\$ 13,371
Health Insurance	\$ 23,275	\$ 15,517
Dental Insurance	\$ 296	\$ 197
Life Insurance	\$ 72	\$ 48
Medicare	\$ 2,048	\$ 1,365
Estimated Position Cost per position	\$ 186,992	\$ 124,662

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The alternative would be to retain current staffing levels which is not operationally desirable given the significant demand for legal services.

RECOMMENDATION:

Approval of the Ordinance.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024
STAFFING ORDINANCE BY ADDING THREE (3) FULL-
TIME POSITIONS TO THE AUTHORIZED STAFFING OF
THE LAW DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and
functionality for the City of Pueblo Law Department; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter
being deleted, underscore indicates matter being added)

SECTION 1.

The following section captioned "Law Department" of Ordinance No. 10613, being the
2024 Staffing Ordinance, is amended as follows:

Law Department

City Attorney	1
Deputy City Attorney	[1] <u>2</u>
<u>Assistant City Attorney I/II/III</u>	<u>7</u>
[Assistant City Attorney I	3]
[Assistant City Attorney II	1]
[Assistant City Attorney III	1]
Legal Assistant	1
Legal Support Assistant	1
Total	[9] <u>12</u>

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 effectuate and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with
respect to the number and allocation of positions within the Law 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 March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST:

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF CARLA L. SIKES TO THE POSITION OF CITY ATTORNEY

SUMMARY:

The Mayor has appointed Carla L. Sikes to the position of City Attorney and requests confirmation of said appointment by the City Council. Such appointment is based on Ms. Sikes education, training, experience, and fitness for the position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City engaged in a competitive recruitment process to fill this critical position. Mayor Graham has reviewed the qualifications of Carla Sikes and found her numerous years of municipal law experience to be beneficial to the future of the City and its Law Department. Carla Sikes has served as Interim City Attorney since February 1, 2024, and Municipal Court Judge for the City of Pueblo since May 2016. She also currently serves as a contract Magistrate for the 18th Judicial District. Ms. Sikes served as Assistant City Attorney for the City of Pueblo from 2010 to 2016 and had her own independent law practice prior to joining the City of Pueblo. Carla holds a Juris Doctor from the University of Denver and a Bachelor of Arts from the University of Colorado at Colorado Springs.

FINANCIAL IMPLICATIONS:

The salary and benefits of the City Attorney have been budgeted and appropriated within the 2024 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to confirm the appointment of the City Attorney will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15544

A RESOLUTION CONFIRMING THE APPOINTMENT OF CARLA
L. SIKES TO THE POSITION OF CITY ATTORNEY

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of the appointment of Carla L. Sikes to the position of City Attorney; and

WHEREAS, Carla L. Sikes meets and exceeds the qualifications for appointment as the City Attorney based upon her education, training and experience;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Carla L. Sikes as City Attorney shall be and hereby is confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached agreements which are necessary or appropriate to implement the appointment described herein.

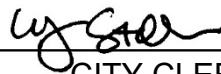
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 11, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO CHILDREN'S CHORALE IN THE AMOUNT OF \$3,000 TO SPONSOR ITS 2023-2024 28TH SEASON

SUMMARY:

Attached for consideration is a request for support of Pueblo Children's Chorale in the amount of \$3,000 to sponsor its 2023-2024 28th Season.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Children's Chorale is requesting funding for its 2023-2024 28th Season. The Chorale has been the leading non-profit Professional Children's Chorus for young singers in 2nd to 8th Grade in Pueblo County for 28 years. "We teach kids to SING!" We instill a lifelong love of music by educating our singers on proper singing technique and providing superior performance opportunities.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$3,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Pueblo Children's Chorale.

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 Joe Latino.

ATTACHMENTS:

1. Pueblo Children's Chorale Request- Pueblo City Council 2-2024
2. 2024 Contingencies (Council) Pueblo Children's Chorale

RESOLUTION NO. 15545

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO CHILDREN'S CHORALE IN THE AMOUNT OF \$3,000 TO SPONSOR ITS 2023-2024 28TH SEASON

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$3,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Children's Chorale to sponsor its 2023-2024 28th Season.

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 effectuate the policies and procedures described herein.

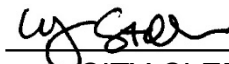
SECTION 3.

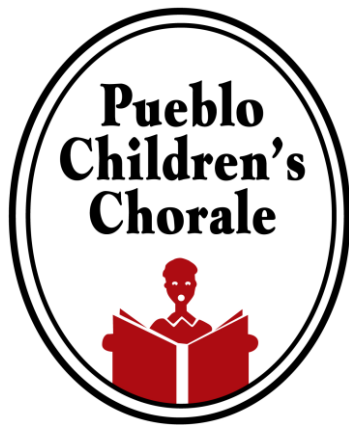
This Resolution shall become effective upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



P.O. Box 8326
Pueblo, CO 81008

"WE TEACH KIDS TO SING!"

January 24, 2024
TO: Pueblo City Council
RE: Contingency Funding Grant

Hello to all!

I am writing on behalf of the Pueblo Children's Chorale to request funding for our 2023-2034 28th Season. The Chorale has been the leading Non-Profit Professional Children's Chorus for Young Singers in Pueblo County for 28 years. We have an amazing end to our Season planned by taking our Singers to perform in Disneyland for the 3rd time in June 2024.

During the "Covid Years", the Chorale continued when many Performing Arts, Sports and Civic Organizations shut down. We continued for the sake of our Singers Mental Health and we succeeded with Performances even if they had to be held outdoors or Online only. We were also grateful for Funding at that time that kept our Organization going when we didn't have enough coming in from Concert Ticket Sales.

Unfortunately, for the past year, Grants have been a struggle to come by and Funding has been tight. We do A LOT of Fundraisers thru the Season and our Singers pay Tuition, but with the low number of Singers that we have had for two years, it has taken a toll on our Finances. Thankfully, the number of Singers that we have is beginning to go UP as everyone is continuing to get back to "normal". That will be great for our future Budget, but right now we are still needing Funding to help us continue.

If you would consider a Grant to the Chorale of \$6,000 for us to continue to provide our Singers with Music, great Staff, Rehearsal/Concert space and the ability to fund our Day to Day operations, we would really appreciate it.

We look forward to seeing many of you at the CASA "Cherish the Child" Event at the Pueblo Mall in April 2024 as we sing to recognize those that have been victims of Child Abuse. An Event we look forward to performing at each Season.

Thank you so much for your time and consideration,

Christina Anderson

Christina Anderson
Executive Director
Pueblo Children's Chorale
719-320-0922



[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF \$1,500 TO SPONSOR A TABLE AT THE PUEBLO LATINO VETERANS PROFILES IN COURAGE EVENT ON SEPTEMBER 28, 2024, AT 5 PM IN THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Pueblo Latino Veterans Profiles in Courage event on September 28, 2024, at 5 pm in the Pueblo Convention Center in the amount of \$1,500.

PREVIOUS COUNCIL ACTION:

Council supported this event for \$2,000 in 2022 and \$1,500 in 2023.

BACKGROUND:

During National Hispanic Heritage Month, the Pueblo Latino Veterans Profiles in Courage (LVPIC) Committee recognizes Pueblo Latino Veterans for their courage to country, community and other veterans. Next year will be the Ninth Annual Latino Veterans Profiles in Courage Awards Ceremony at the Pueblo Convention Center on September 28, 2024.

Over 150 people attended last years Annual Pueblo Latino Veterans Profiles in Courage Awards Ceremony. We honored five veterans serving our country and one posthumously in the Air Force; other awardees served in the Marines. Army and Navy. We continue to hear favorable comments from awardees and their families that it was an emotional and heartwarming event.

Members of the Pueblo Latino Veterans Profiles in Courage Committee include: Laura

Sandoval Adams, George Autobee, Gloria Gutierrez, Sal Katz, Betty Martinez, Jose Ramirez, Chris Robles, Nick Romero, Antonio Serna, Mike Sexton.

To date we have awarded 44 individuals with the Latino Veterans Profiles in Courage Awards since 2015, and we are requesting your sponsorship for this important project in 2024. Our long term goal is to build a Latino Veterans Memorial to record the names of all our awardees so that there is a legacy for their family and community members to know about their courageous service to our country, community, and other veterans. This Awards Ceremony is our only fundraiser and all proceeds will go to building a Latino Veterans Memorial. Although we are not a 501c3 the Latino Chamber Foundation serves as our fiscal agent.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the Latino Chamber Development Foundation.

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. Latino Veterans Sponsorship Request 2024
2. 2024 Contingencies (Council) Latino Profiles in Courage

RESOLUTION NO. 15546

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF \$1,500 TO SPONSOR A TABLE AT THE PUEBLO LATINO VETERANS PROFILES IN COURAGE EVENT ON SEPTEMBER 28, 2024, AT 5 PM IN THE PUEBLO CONVENTION CENTER

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 2024 General Fund Budget is authorized to be paid to Latino Chamber Development Foundation to sponsor the Pueblo Latino Veterans Profiles in Courage event on September 2, 2024, at 5 pm in the Pueblo Convention Center.

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 effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 11, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Mayor Heather Graham
& Pueblo City Council Members
1 City Hall Place
Pueblo, CO 81003

Dear Mayor Graham,

Thank you so much for your continued support of our Pueblo Latino Veterans Profiles in Courage Awards Ceremony. Your support made our event a tremendous Event!

During National Hispanic Heritage Month, September 15—October 15, the Pueblo Latino Veterans Profiles in Courage (LVPIC) Committee recognizes Pueblo Latino Veterans for their courage to country, community and other veterans. Next year will be the Ninth Annual Latino Veterans Profiles in Courage Awards Ceremony at the Pueblo Convention Center on September 28, 2024.

Over 150 people attended last year's Annual Pueblo Latino Veterans Profiles in Courage Awards Ceremony. We honored five veterans serving our country and one posthumously in the Air Force; other awardees served in the Marines, Army and Navy. We continue to hear favorable comments from awardees and their families that it was an emotional and heart-warming event.

Members of the Pueblo Latino Veterans Profiles in Courage Committee include: Laura Sandoval Adams, George Autobee, Gloria Gutierrez, Sal Katz, Betty Martinez, Jose Ramirez, Chris Robles, Nick Romero, Antonio Serna, Mike Sexton.

To date we have awarded 44 individuals with the Latino Veterans Profiles in Courage Awards since 2015 and we are requesting your sponsorship for this important project in 2024. Our long term goal is to build a Latino Veterans Memorial to record the names of all our awardees so that there is a legacy for their family and community members to know about their courageous service to our country, community, and other veterans. This Awards Ceremony is our only fundraiser and all proceeds will go to building a Latino Veterans Memorial. Although we are not a 501c3 the Latino Chamber Foundation serves as our fiscal agent.

We hope that you will consider sponsoring the **Pueblo Latino Veterans Profiles in Courage Awards Ceremony for 2024**. Attached is a copy of our sponsorship form. If you have any questions, feel free to contact me at 719-334-1503 or by email at slowglo53@gmail.com.

Sincerely,



Gloria Gutierrez, Chair
Latino Veterans Profiles in Courage Committee
Attachment - Sponsorship Levels



2024 SPONSORSHIP LEVELS

Sept. 28, 2024 - 5:00 p.m. Pueblo Convention Center

<i>GOLD - \$2,000 Sponsorship</i> -Corporate table of Eight (8) -Banner or Signage at the Event -Full page advertisement in the event program -Recognition at the event - Listing in the event program - Ad needed by Sept. 25	<i>SILVER - \$1500 Sponsorship</i> -Corporate table of Six (6) -Banner or Signage at the event -Half Page advertisement in the event program -Listing in the event program - Ad needed by Sept. 25
<i>BRONZE - \$700 Sponsorship</i> -Corporate table of Four (4) -Mention at the event - Listing in the event program	<i>AWARD - SPONSOR: \$1875* Sponsorship or \$375</i> **per award *Sponsor Name on all Awards **Sponsor Name on one Award Listing in the event program
<i>TABLE SPONSOR - \$500*</i> -Seats for Veterans, Color Guard-Name on Table -Color Guard, past LVPIC Recipients	<i>MARKETING/PRINTING SPONSOR - \$1500</i> -Save the Date Cards and Envelopes Donor Envelopes for Event
MEMORIAL for Latino Veterans Profiles in Courage Names	Name:

Sponsor level	
Organization Name:	
Point of Contact	
Address:	
Email:	
Phone #	

Signature: _____ **Date:** _____

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$1,000 TO SPONSOR THE MOTHER'S DAY VIRTUAL SILENT AUCTION TO BE HELD FROM MAY 3RD THROUGH MAY 5TH, 2024

SUMMARY:

Attached for consideration is a request for support of Mariposa Center for Safety in the amount of \$1,000 to sponsor the Mother's Day Virtual Silent Auction to be held from May 3rd through May 5th, 2024.

PREVIOUS COUNCIL ACTION:

City Council has supported this organization in the past through other events.

BACKGROUND:

Mariposa Center for Safety is committed to ending domestic violence in our community. Did you know that 1 in 3 women, and 1 in 4 men have experienced some form of physical violence. Nearly twenty people per minute are physically abused by an intimate partner in the United States. In addition, domestic violence has been proven to be generational. Mariposa Center for Safety is equipped to take on these challenges and is committed to helping victims become survivors and empowering them to self-sufficiency.

Your contribution as a sponsor or donor will help support Mariposa Center for Safety's essential programs:

- Domestic Violence Services - including 24/7 secure and confidential shelter services
- Teresa's Place - supervised visitation and safe exchange services for families
- Youth Homelessness Program -referrals, resources provided to youth in our community
- 4 Community Outreach and Prevention - provides education to K-12, college students, community partners and community members with information on

prevention and resources.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Mariposa Center for Safety.

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. Mariposa Mothers Day Sponsorship Request 2024
2. 2024 Contingencies (Council) Mariposa Mothers Day

RESOLUTION NO. 15547

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$1,000 TO SPONSOR THE MOTHER'S DAY VIRTUAL SILENT AUCTION TO BE HELD FROM MAY 3RD THROUGH MAY 5TH, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Mariposa Center for Safety to sponsor the Mother's Day Virtual Silent Auction to be held from May 3rd through May 5th, 2024.

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 effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 11, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Mariposa Center for Safety is proud to present the 4th Annual
Mother's Day Virtual Silent Auction**

Don't miss the opportunity to be a part of the Mariposa Center for Safety Mother's Day Virtual Silent Auction to be held from May 3rd through May 5th, 2024. By becoming a Mother's Day Virtual Silent Auction contributor, you are making an investment in Pueblo!

Mariposa Center for Safety is committed to ending domestic violence in our community. Did you know that 1 in 3 women, and 1 in 4 men have experienced some form of physical violence. Nearly twenty people per minute are physically abused by an intimate partner in the United States. In addition, domestic violence has been proven to be generational. Mariposa Center for Safety is equipped to take on these challenges and is committed to helping victims become survivors and empowering them to self-sufficiency.

Your contribution as a sponsor or donor will help support Mariposa Center for Safety's essential programs:

- ✦ Domestic Violence Services - including 24/7 secure and confidential shelter services
- ✦ Teresa's Place - supervised visitation and safe exchange services for families
- ✦ Youth Homelessness Program -referrals, resources provided to youth in our community
- ✦ Community Outreach and Prevention – provides education to K-12, college students, community partners and community members with information on prevention and resources.

As a sponsor:

- ✦ Your business will be promoted on our social media and website
- ✦ An opportunity to be added to our donor wall
- ✦ Discounted tickets to future Mariposa Center for Safety events

Your sponsorship is tax deductible. Please take a moment to review which sponsorship opportunity best suits your business needs and return your completed form. Your sponsorship and/or donation supports our efforts to end domestic violence in our community.

Should you have any questions regarding this request, please do not hesitate to contact us at (719)-542-6904 or by email at hello@mariposacs.org.

Thank you for your consideration!



S. Nicole Ferguson, Ph.D.



Sponsorship Form

SELECT YOUR LEVEL OF SPONSORSHIP:

- ☐ Mother's Love – \$3,000
- ☐ Pampered Me – \$2,000
- ☐ Because I Said So – \$1,000
- ☐ I Don't Know, Is not an Answer – \$500
- ☐ Planting Seeds – \$275
- ☐ Mom Knows Best – \$ 175

☐ Invoice me

☐ Payment enclosed

☐ Contact me to charge my credit card

Payment must be submitted in a single payment. Please contact Mariposa Center for Safety at (719) 542-6904 with questions regarding payment options.

ALL sponsorships are eligible for a tax deduction in accordance with IRS rules.

PLEASE MAIL, EMAIL OR FAX YOUR COMPLETED FORM TO Mariposa Center for Safety

Company: _____

Primary Contact: _____

Address: _____

City: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Name as you wish for it to appear in event promotions: _____

To submit your form by email: hello@mariposacs.org

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$2,000 TO SPONSOR THE FREE HIP HOP FESTIVAL TO BE HELD ON JULY 20, 2024 AT MINERAL PALACE PARK

SUMMARY:

Attached for consideration is a request for support of the 2nd Annual Hip Hop Festival on Saturday, July 20, 2024 at Mineral Palace Park.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2023 with \$1,500.

BACKGROUND:

Mad Fresh Productions' 2nd annual Hip Hop Festival will offer free admission on July 20, 2024 at Mineral Palace Park. The event features food trucks, vendors, dance crews, b-boy/girl battles and DJ battles with prizes for each and workshops for kids.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Mad Fresh Productions.

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. Hip Hop Festival 2024
2. Mad Fresh Hip Hop request 2024
3. 2024 Contingencies (Council) Hip Hop Festival

RESOLUTION NO. 15548

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$2,000 TO SPONSOR THE FREE HIP HOP FESTIVAL TO BE HELD ON JULY 20, 2024 AT MINERAL PALACE PARK

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 2024 General Fund Budget is authorized to be paid to Mad Fresh Productions to sponsor the Free Hip Hop Festival to be held on July 20, 2024 at Mineral Palace Park.

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 effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 11, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

MAD FRESH PRODUCTIONS PRESENTS

SUMMER

HIP-HOP FESTIVAL

DJS

GRAFFITI

B-BOYS/GIRLS

EMCEES



MINERAL PALACE PARK

1600 N Santa Fe Ave, Pueblo, CO

JULY 20TH

11:00AM -

7:00PM

FREE EVENT

FOOD TRUCKS

VENDORS



CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 02/09/2024

Name: Javier Quinones

Business/Non-Profit Name: Mad Fresh Productions

Phone: 719-491-3493 E-Mail: hiphop@madfreshproductions.org

Name of Event: 2nd Annual Hip-Hop Festival

Date of Event: July 20,2024 Amount requested: 2,500

*****Supporting event documents must be attached to this request*****

Make check payable to:

Business/Non-Profit Name: Mad Fresh Productions

Address: 1425 E 19th Street Pueblo, Co 81001

Phone: 719-491-3493

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO SUPER TEAM PCSO IN THE AMOUNT OF \$1,000 TO SPONSOR THE ST. BALDRICK'S HEAD SHAVING EVENT ON MARCH 16, 2024 AT THE PUEBLO WEST VFW

SUMMARY:

Attached for consideration is a request for support of Super Team PCSO in the amount of \$1,000 to sponsor the St. Baldrick's Head Shaving event on March 16, 2024 at the Pueblo West VFW.

PREVIOUS COUNCIL ACTION:

Council supported this event for \$500 in 2020.

BACKGROUND:

This head shaving event raises funds and stands in solidarity with kids who often lose their hair during cancer treatment. Worldwide, a child is diagnosed every 2 minutes with cancer. That's more than 300,000 per year. St. Baldrick's Foundation is a volunteer and donor-powered charity committed to supporting the most promising research to find cures for childhood cancers and give survivors long and healthy lives. The research we fund has the potential to impact every kid diagnosed with cancer.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Super Team PCSO.

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 Regina Maestri.

ATTACHMENTS:

1. St Baldricks Request 2024
2. 2024 Contingencies (Council) Super Team PCSO St. Baldricks

RESOLUTION NO. 15549

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO SUPER TEAM PCSO IN THE AMOUNT OF \$1,000 TO SPONSOR THE ST. BALDRICK'S HEAD SHAVING EVENT ON MARCH 16, 2024 AT THE PUEBLO WEST VFW

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Super Team PCSO to sponsor the St. Baldrick's Head Shaving Event on March 16, 2024 at the Pueblo West VFW

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 effectuate the policies and procedures described herein.

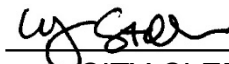
SECTION 3.

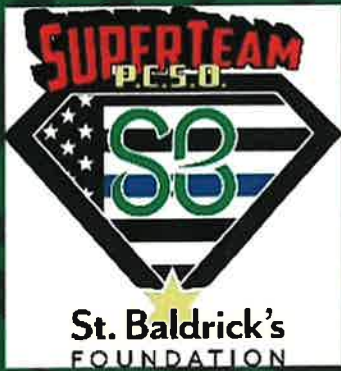
This Resolution shall become effective upon passage and approval.

INTRODUCED: March 11, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



SUPERTeam PCSO
PRESENTS



13th Annual H EAD SHAVING EVENT

11AM TO 8PM
SATURDAY

MARCH 16TH

VFW IN PUEBLO WEST

All proceeds to benefit childhood cancer research

www.superteampcso.org
719-281-0173



CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 2-20-2024

Name: BRAD PICCILLO

Business/Non-Profit Name: SUPER TEAM PCSO / ST. BALDRICK'S FOUNDATION

Phone: 719-201-0173 E-Mail: bradpiccillo@gmail.com

Name of Event: 13th ANNUAL HEADSHAVING EVENT

Date of Event: 3-16-2024 Amount requested: 500-1,000

*****Supporting event documents must be attached to this request*****

Make check payable to:

Business/Non-Profit Name: SUPER TEAM PCSO
Address: 2625 8th Avenue
Pueblo, CO 81003
Phone: 719-201-0173

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____

Funding the Best Research

Matteo,
acute lymphoblastic
leukemia (ALL)

Since 2000, over **\$325 million** in research grants!



1,705

grants at



380

institutions in



31

countries

KIDS' CANCER!

Your Support Save Kids' Lives

"Please know that your donations in the form of money, time, effort, and advocacy are the essential secret ingredient that makes the exciting scientific breakthrough possible. You are part of my research team, and I am honored to have you as partners in this most pressing and worthy cause."

- Alex Y. Huang, M.D., Ph.D.,
St. Baldrick's Researcher



"Although childhood cancer survival rates have improved, many of the treatments are arcane and aggressive, leaving devastating long-term effects. St. Baldrick's volunteers are helping to change the face of pediatric cancer. What you're doing matters, so thank you."

- Stephanie Goodall
Mother of Jonah,
medulloblastoma



**St. Baldrick's
FOUNDATION**

**CONQUER
KIDS'
CANCER**

SUPERTEAMPCSO.ORG

**BRAD RICCILLO
719.281.8173**



Hendrix,
brain tumor

StBaldricks.org
888.899.BALD

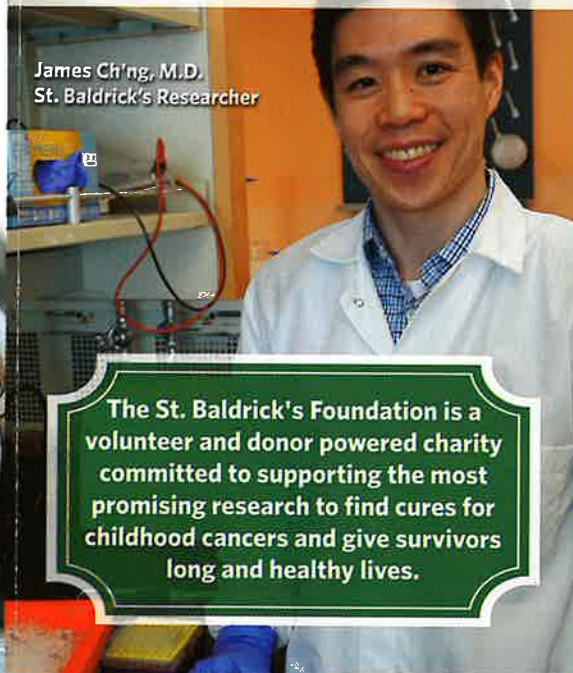
@StBaldricks
/StBaldricksFoundation
@StBaldricksFoundation

**St. Baldrick's
FOUNDATION**

**CONQUER
KIDS'
CANCER**

Our Mission

James Ch'ng, M.D.
St. Baldrick's Researcher



The St. Baldrick's Foundation is a volunteer and donor powered charity committed to supporting the most promising research to find cures for childhood cancers and give survivors long and healthy lives.

About Childhood Cancer



Worldwide, a child is **diagnosed every 2 minutes**; more than 300,000 per year.



In the U.S. alone, **1 in 5 diagnosed will not survive** and childhood cancers remain the #1 disease killer of kids.



By the age of 50, **96% of survivors** have experienced a severe or life-threatening condition from treatment.



Rocco,
acute lymphoblastic
leukemia (ALL)

StBaldricks.org



Holly,
rhabdomyosarcoma

We're the
top charity funder
of childhood cancer
research grants in the
U.S. and around
the world.

The research
we fund has the
potential to
impact every kid
diagnosed
with cancer.

LET'S CONQUER

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO MEMORIAL HALL IN THE AMOUNT OF \$3,800 TO SPONSOR THE PUEBLO HAS TALENT EVENTS FROM APRIL 6 THROUGH APRIL 27, 2024

SUMMARY:

Attached for consideration is a request for support of Pueblo Memorial Hall in the amount of \$3,800 to sponsor the Pueblo Has Talent events on April 6 through April 27, 2024.

PREVIOUS COUNCIL ACTION:

City Council sponsored this event with \$3,000 in 2019, with \$5,198 in 2020, and with \$5,198 in 2022.

BACKGROUND:

Southern Colorado Community Connections is requesting sponsorship of the cost of use of Memorial Hall for the 2023 Pueblo Has Talent performance. For eight years now, Pueblo Has Talent has provided a platform for local and regional entertainment artists to serve out generous portions of outstanding entertainment while demonstrating skill and creativity. This community event has been successful at encouraging, motivating, and assisting the many young and old contestants and inspiring the onlookers. This amount would cover two days of the venue rental and would be paid directly to Memorial Hall.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$3,800 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Pueblo Memorial Hall.

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. Pueblo Has Talent Sponsorship Request
2. Pueblo Has Talent 2024 Anticipated Expenses
3. 2024 Contingencies (Council) Pueblo Has Talent

RESOLUTION NO. 15550

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO MEMORIAL HALL IN THE AMOUNT OF \$3,800 TO SPONSOR THE PUEBLO HAS TALENT EVENTS FROM APRIL 6 THROUGH APRIL 27, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$3,800 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Memorial Hall to sponsor the Pueblo Has Talent events.

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 effectuate the policies and procedures described herein.

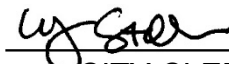
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 11, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



301 N. Main St. Ste 206. Pueblo, CO 81003
CEO/President Jesse Sena

Pueblo Has Talent 2024

I am pleased to present **"Pueblo Has Talent 2024."** This three-weekend event which I founded in 2009 and modeled after "America's Got Talent," will begin at the Pueblo Mall for the Preliminary-Round on Saturday, April 6, 2024. We anticipate auditioning over 100 acts on that date. The top 50 will be selected to advance to the Semi-Final Round to be held on April 20th at Pueblo Memorial Auditorium. The Final Round will be held on the third weekend on April 27th featuring the top 25 contestants. The 2024 PHT Finals will highlight Pueblo's exceptional talent with remarkable performances. The first-place winner will receive a \$5000.00 cash prize and a beautiful trophy. Second place will receive a \$2000.00 cash prize and a beautiful trophy. Third place will receive a cash prize of \$1000.00 and a beautiful trophy. Pueblo Has Talent has and will continue to provide to our community an opportunity to celebrate our exceptional local talent and to celebrate the gift of community.

Please consider partnering with me on this worthwhile community celebration of our local talent! Your financial support is Greatly Appreciated!

Co-Sponsor Sponsorship: \$5,000.00

(TOP Recognition on all marketing. Introduction & Recognition at all three dates, Banner & Table at all three dates. Present the cash prizes at the finals.)

Platinum Sponsorship: \$1000.00

(Recognition on all marketing. Recognition at all three dates. Banner at the Semi-Finals & Finals. Recognition from the stage at all three dates.)

Silver Sponsorship: \$500.00

(Recognition on all marketing. Banner at the Semi-Finals & Finals. Recognition at all three dates.)

For information, please contact event promoter Jesse Sena at 719-671-5451.

Thank you!

1 City Hall Place
Pueblo, CO 81003
p. 719.542.1100
f. 719.583.9351
www.pueblomemorialhall.com



Anticipated Expense Worksheet

Group: Pueblo Has Talent
Event Dates: Saturday, April 20th & Saturday, April 27th, 2024
Group Contact: Jesse Sena
Event Type: Pueblo Community Talent Show

Number of Days	Space	Rate	Total
2	Memorial Hall 2 day rental April 20th & April 27th	\$ 1,900.00	\$ 3,800.00
PMH Rental Total			\$ 3,800.00
Quantity	Production/ AV Equipment (for both the 20th & 27thth)	Rate	Total
1	PHT Semi-Final Production Cost - Breakdown of Quote Attached	\$ 2,223.38	\$ 2,223.38
	PHT Finals Production Cost - Breakdown of Quote Attached	\$ 1,570.96	\$ 1,570.96
Audio Visual Total			\$ 3,794.34
Quantity	Labor Estimate	Rate	Total
20	Security - 2 Guards at 5 hours per show	\$ 30.00	\$ 600.00
20	Ushers/Ticket Takers - 2 staff at 5hrs for each show	\$ 18.00	\$ 360.00
12	Box Office Staff - 1 manager at 6 hrs for each show	\$ 18.00	\$ 216.00
16	Operations Labor - Setup, Event, & Clean Up	\$ 18.00	\$ 288.00
Labor Total			\$ 1,464.00
Insurance & Ticket Info		Rate	Total
Insurance (Client may provide own insurance per contract requirements if desired.		\$ 1.25	\$ -
Venue is exclusive for all ticket sales. \$3 Facility fee will be added to each ticket price and passed on to consumer. Venue will establish convenience fees for online and phone sales based on promoter ticket price			
Licensee Responsible for 3.5% sales total on all Credit Card Charges. Estimate only. Actual will depend on credit transactions.			
Total Anticipated Charges			\$ 9,058.34
The authorized signature states that you have read the entire estimate and understand that prices may vary based on actual selections.			

Client's Signature: _____

Date: _____

Name: Pueblo Has Talent 2024 Semi Finals Inv TBD		Crew Source		Loadin 1 IN	Loadin 1 OUT	Loadin 1 Total hour	Loadin 2 IN	Loadin 2 OUT	Loadin 2 Total Hour	ShowCall IN	ShowCall OUT	Show Call Total Hour	LoadOut IN	LoadOut OUT	LoadOut Total Hours	Total Hours for day	Reg Pay Hours	OT Hours	Change Rate	Change OT Rate	Total Pay Reg	Total Pay OT	Total Pay
Audio 1		Center Stage		11.00	15.00	4.00			0.00	15.00	21.00	6.00			0.00	10.00	10.00	0.00	\$29.71	\$44.57	\$297.10	\$0.00	\$297.10
Audio 2		Center Stage		11.00	15.00	4.00			0.00	15.00	21.00	6.00			0.00	10.00	10.00	0.00	\$29.71	\$44.57	\$297.10	\$0.00	\$297.10
Flyman		Center Stage		11.00	15.00	4.00			0.00	15.00	21.00	6.00			0.00	10.00	10.00	0.00	\$26.90	\$40.35	\$269.00	\$0.00	\$269.00
Lighting		Center Stage		10.00	15.00	5.00			0.00	15.00	21.00	6.00			0.00	11.00	11.00	0.00	\$26.90	\$40.35	\$295.90	\$0.00	\$295.90
Stage Hand		Center Stage		11.00	15.00	4.00			0.00	15.00	21.00	6.00			0.00	10.00	10.00	0.00	\$26.90	\$40.35	\$269.00	\$0.00	\$269.00
Pre Set		Center Stage		12.00	16.00	4.00			0.00			0.00			0.00	0.00	4.00	0.00	\$26.90	\$40.35	\$0.00	\$0.00	\$0.00
Pre Set		Center Stage		12.00	16.00	4.00			0.00			0.00			0.00	4.00	4.00	0.00	\$29.71	\$29.71	\$118.84	\$0.00	\$118.84
Pre Set/Focus Rigger		Center Stage		12.00	16.00	4.00			0.00			0.00			0.00	4.00	4.00	0.00	\$29.71	\$44.57	\$118.84	\$0.00	\$118.84
						0.00			0.00			0.00			0.00	0.00	0.00	0.00		\$0.00	\$0.00	\$0.00	\$0.00
						0.00			0.00			0.00			0.00	0.00	0.00	0.00		\$0.00	\$0.00	\$0.00	\$0.00

Hours for all positions =>

Loadin 1 Hours	33.00	Loadin 2 Hours	0.00	Show Hours	30.00
Loadin 1 Cost	\$932.66	Loadin 2 Cost	\$0.00	Show Cost	\$840.72
Total of all 4 labor columns		Total of all 4 labor columns		\$1,773.38	

Lighting Truss Package 5-7

Above does not include overtime costs

450

\$1,773.38 Total Regular Pay
\$0.00 Total Over time Pay

\$1,773.38 Total Payroll for Show sum above
\$1,773.38 Total Payroll Show add Column
\$450.00 Front Truss Lighting package
\$2,223.38 Total

Total

\$450.00

\$2,223.38 Grand Total

[illegible]

[illegible]



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT ED2401, THE FIRE SUPPRESSION 2ND FL SERVER ROOM, TRANSFERRING \$11,924 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2401, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$11,924, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates account Project ED2401 for the Pope Block Building Fire Suppression 2nd Floor Server Room, transfers funds in the amount of \$11,924.00 from 41300000-56901, Projects to be Determined to ED2401 Fire Suppression 2nd Fl Server Room, and budgets and appropriates funds totaling \$11,924.00 for the Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In anticipation of a project to correct fire life safety deficiencies at the Pope Block Building, a project needs to be established and funds need to be transferred to the account.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$11,924.00 are being transferred from 41300000-56901, Projects to be Determined to ED2401, Fire Suppression 2nd Fl Server Room.

Funds in the amount of \$11,924.00 shall be budgeted and appropriated.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10665

AN ORDINANCE ESTABLISHING PROJECT ED2401, THE FIRE SUPPRESSION 2ND FL SERVER ROOM, TRANSFERRING \$11,924 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2401, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$11,924, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project ED2401, Fire Suppression 2nd FI Server Room, is hereby established.

SECTION 2.

Funds in the amount of \$11,924.00 are hereby transferred from account 41300000-56901 into account Project ED2401, Fire Suppression 2nd FI Server Room, and budgeted and appropriated for said project.

SECTION 3.

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 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 February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

DocuSigned by:

A13EFC4FED8A440...

President of City Council

Action by the Mayor:

- ☐ Approved on 3/13/2024 | 11:58 AM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:

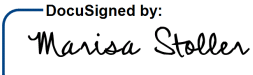
3A85950B7BCA462...

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
DocuSigned by:

7C02EBDFFC3D43C...

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

SUMMARY:

The Ordinance will approve an agreement with the Colorado State Fair Authority authorizing the City of Pueblo to use the State Fair facilities to host a City-Wide Cleanup event on Saturday, May 18, 2024. The Ordinance also authorizes the Mayor to execute the agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo plans to host its next City-Wide Cleanup event at the State Fairgrounds on Saturday, May 18, 2024. The Colorado State Fair Authority requires the City of Pueblo to enter into an agreement for the use of their facilities, a copy of which is attached hereto. This Ordinance will approve the agreement and authorize the Mayor to enter into the agreement on behalf of the City.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this agreement will prevent the City of Pueblo from using the State Fairgrounds facilities for the cleanup event.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP (240518)

ORDINANCE NO. 10666

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1.

The Agreement between the City of Pueblo, a Colorado Municipal Corporation and the State of Colorado, by and through the Colorado State Fair Authority, 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 on behalf of the City of Pueblo, a Colorado Municipal Corporation.

SECTION 3.

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 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 03/18/2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

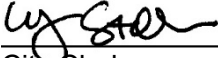
☐ Council did not act to override the Mayor's veto.

☐ 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

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this _____ day of _____, 2024 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP

CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS

ADDRESS: 211 E. D STREET

CITY: PUEBLO STATE: CO ZIP: 81003

PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR

WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, MAY 18, 2024

Time of Event: 8:00 AM TO 3:00 PM

Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, MAY 17, 2024

Move-Out Period: BY 5:00 PM MONDAY, MAY 20, 2024

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:

RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.

DAMAGE DEPOSIT: WAIVED

ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED

SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are \$6.00 per table and \$1.00 per chair. Setup/clean up fees of no less than \$350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to \$27.00 per guard per hour and up to \$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: \$0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

____ 1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

____ 2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

____ 3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of \$0.00 shall be forfeited as an office charge.

____ 4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

____ 5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERS and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

____ 6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

____ 7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

____ 8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

____ 9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc, but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

____ 10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

____ 11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

____ 12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

____ 13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

____ 14) INSURANCE/GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. 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, of the GIA, as applicable now or hereafter amended.

____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

____17) COMPLIANCE WITH LAW. Contractor 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.

____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

USER/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> Legal Name of Contracting Entity _____ Signature of Authorized Officer* <u>Heather Graham, Mayor</u> Printed Name & Title of Authorized Officer _____ Date <u>84-6000615</u> _____ FEIN	State of Colorado: Colorado State Fair Authority 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Scott Stoller, General Manager _____ Date
---	---

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lea Cassidy, Controller Delegate

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council
CC: Mayor Heather Graham
VIA: Marisa Stoller, City Clerk
FROM: Carla Sikes, Interim City Attorney
SUBJECT: An Ordinance repealing Section 14-12-8(c) of the Pueblo Municipal Code relating to the retail marijuana excise tax rate and amending Section 14-12-2(a) of the Pueblo Municipal Code to modify the excise tax rate to ten percent

SUMMARY:

The proposed Ordinance repeals Pueblo Municipal Code §14-12-8(c) which decreased the retail marijuana excise tax rate from 8% to 0% for a period of three years and amends Pueblo Municipal Code §14-12-2(a) to modify the retail marijuana excise tax rate to 5%.

PREVIOUS COUNCIL ACTION:

Voters approved Ordinance 8905 at the 2015 General Municipal Election which enacted Chapter 12 of Title XIV ("Retail Marijuana Excise Tax Ordinance"). The Ordinance allows City Council to set the excise tax as long as it does not exceed 15%. On December 26, 2023, City Council approved an Ordinance reducing the retail marijuana excise tax to 0% for a period of three years.

BACKGROUND:

On December 26, 2023, Council reduced the retail marijuana excise tax to 0% for a period of three years. The voters approved the excise tax with the expectation that it would be assessed at a rate up to 15%. The City has experienced a continual decrease in overall sales tax revenue to the city budget. Reducing this alternate source of tax revenue will result in a loss of over half a million dollars to the City over the three-year period.

In addition, Pueblo County assesses an excise tax of 5% on retail marijuana. Re-establishing a 5% excise tax on retail marijuana within the City of Pueblo will maintain a needed tax base while still keeping the City competitive with the County as a location of marijuana grow operations.

FINANCIAL IMPLICATIONS:

Retail marijuana excise tax revenues were \$159,601 in 2022, \$147,985 in 2023 and budgeted for \$200,000 in 2024.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not approve the Ordinance in which case the retail marijuana excise tax rate shall remain at 0% for three years.

RECOMMENDATION:

Passage of this Ordinance.

Attachments:

Proposed Ordinance.

ORDINANCE NO. 10667

AN ORDINANCE REPEALING SECTION 14-12-8(c) OF THE PUEBLO MUNICIPAL CODE RELATING TO THE RETAIL MARIJUANA EXCISE TAX RATE AND AMENDING SECTION 14-12-2(a) OF THE PUEBLO MUNICIPAL CODE TO MODIFY THE EXCISE TAX RATE TO TEN PERCENT

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 8(c) of Chapter 12 of Title XIV of the Pueblo Municipal Code is repealed.

Sec. 14-12-8. Maximum rate for retail marijuana excise tax.

The maximum retail marijuana excise tax rate that may be imposed pursuant to this Chapter is fifteen percent (15%). At any time on or after January 1, 2016, the City may, by ordinance:

(a) Establish another retail marijuana excise tax rate to be imposed pursuant to this Chapter that is equal to or less than the maximum fifteen percent (15%) tax rate provided in this Chapter; or

(b) After establishing a retail marijuana excise tax rate that is lower than fifteen percent (15%), increase the tax rate to be imposed pursuant to this Section; except that, in no event shall the City increase the retail marijuana excise tax rate above fifteen percent (15%).

[(c) On and after January 1, 2024 and for a period of three years thereafter, the retail marijuana excise tax rate shall be decreased to zero percent (0%). Unless this subsection (c) is sooner repealed, rescinded or otherwise amended, the retail marijuana excise tax rate shall be increased to eight percent (8%) and imposed effective on and after January 1, 2027.]

SECTION 2.

Section 2 of Chapter 12 of Title XIV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 14-12-2. Imposition and rate of tax; taxes collected held in trust.

(a) Excise Tax. In addition to any other tax imposed by law including the sales and use tax levied in Chapter 4 of this Title, there is levied and shall be paid and collected an excise tax of [eight] ten percent ([8] 10%) or such other rate as may be established pursuant to Section 14-12-8 of this Chapter on the average market rate of unprocessed retail marijuana that is first sold or transferred from a retail marijuana

cultivation facility located within the City. The excise tax shall be levied and owed irrespective of where delivery takes place.

(b) Each retail marijuana cultivation facility shall collect, remit and pay the excise tax on the first sale or transfer of unprocessed retail marijuana. All sums of money paid by a person as the additional excise tax on unprocessed retail marijuana imposed by this Chapter are public monies that are the property of the City. The retail marijuana cultivation facility shall hold such monies in trust for the sole use and benefit of the City until paying them to the Finance Director.

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 Ordinance to effectuate 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 February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 03/18/2024.

☐ Disapproved on _____ based on the following objections:



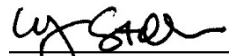
Mayor

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: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Councilor
Carla Sikes, Interim City Attorney

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and Pueblo Association of Government Employees ("Agreement") for the calendar year 2025.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10212 was passed on June 27, 2022, and approved and enacted the Agreement. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

Ordinance No. 10416 was passed on March 13, 2023, and approved the extension of the term of the collective bargaining agreement between the parties for a one-year period commencing January 1, 2024, through December 31, 2024.

BACKGROUND:

In 2022, the City of Pueblo and Pueblo Association of Government Employees negotiated a Collective Bargaining Agreement (the "Agreement"). The Agreement was reduced to writing, signed by the parties, and enacted by Ordinance. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms. Article 32, *Term of Agreement*, provides that the decision to extend the term of the Agreement for the first one-year term shall be made by the City Council on or before the 15th day of March 2023. 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 Section 15.1 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 Section 15.1 and would provide for an increase in an amount equal to the Regional Adjustment (.884) multiplied by the CPI-W Index 3.2% or 2.8%. For purposes of the foregoing calculation, the following terms have the following meanings as outlined in the Collective Bargaining Agreement for years 2023-2025 with respect to wages:

“Regional Adjustment” means the quotient obtained by dividing the 2024 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2024 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 2023 to January 2024 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 Section 15.1 of the Agreement, wages would be increased by 2.8% percent with a cost of approximately \$998,379.00 (including associated salary-related benefits and 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:

This wage increase is consistent with that negotiated and agreed to during collective

bargaining agreement negotiations with the Pueblo Association of Government Employees.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10668

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of Pueblo Association of Government Employees negotiated a collective bargaining agreement commencing January 1, 2023 (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 contract for two successive one-year terms; and

WHEREAS, Section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the Pueblo Association of Government Employees collective bargaining 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 Pueblo Association of Government Employees is hereby extended for an additional one-year term from January 1, 2025 through December 31, 2025 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Section 15.1 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 effectuate 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 February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on , 03/18/2024 .

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

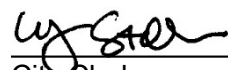
☐ Council did not act to override the Mayor's veto.

☐ 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: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING CHAPTER 8 OF TITLE VI AND CHAPTER 13 OF TITLE VI ALLOWING THE MAYOR TO TEMPORARILY MODIFY REQUIREMENTS RELATING TO THE FILLING OF PERSONNEL VACANCIES

SUMMARY:

The following Ordinance would allow the Mayor of the City of Pueblo, by Mayoral Order, to temporarily suspend the requirements of P.M.C. § 6-8-5 (e) requiring eligibility lists for vacant positions to remain frozen until an action is taken on such vacancy upon a finding a vacancy cannot be filled by strict adherence to such requirements.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Police Department, like many law enforcement agencies around the state and country, is presently having difficulty hiring and retaining patrol officers. The Pueblo Police Department is approximately fifty (50) officers below its authorized strength. The City, in response, has initiated retention bonuses and increased the starting pay for patrol officers but has not seen the desired effect on the recruitment and retention of patrol officers.

Currently, the Police Department's ability to recruit lateral and non-obligated post-certified officers lags behind its peer agencies. One issue contributing to this lag is the City's requirement to freeze eligibility lists until final action is taken on a vacancy. This prohibits the City from recruiting unobligated candidates at Police Academies around the state and efficiently accepting lateral officer transfers.

To help ease this issue, the proposed ordinance would allow the Mayor of the City of Pueblo to temporarily suspend the requirement to freeze eligibility lists for vacant

positions until final action is taken for specific vacancies upon a finding such vacancy cannot be filled by strict adherence to such requirement.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this Ordinance, the City will be prohibited from certifying multiple eligibility lists for open vacancies upon a finding by the Mayor such vacancies cannot be filled with strict adherence to the code's requirement.

RECOMMENDATION:

Staff recommends passage of this Ordinance.

ATTACHMENTS:

1. Mayoral Order

ORDINANCE NO. 10669

AN ORDINANCE AMENDING CHAPTER 8 OF TITLE VI AND
CHAPTER 13 OF TITLE VI ALLOWING THE MAYOR TO
TEMPORARILY MODIFY REQUIREMENTS RELATING TO THE
FILLING OF PERSONNEL VACANCIES

WHEREAS, the City, as a Colorado home rule municipality, is authorized to exercise all powers of self-government, as outlined in Article 20, Section 6 of the Colorado Constitution. Included within these general powers of self-government are the powers necessary, requisite or proper for the government and administration of its local and municipal matters; and

WHEREAS, the City's ability to hire and retain qualified employees to serve the citizens of the City is of paramount importance to the successful operation of City government; and

WHEREAS, from time to time, due to market-based factors beyond the City's control, various City Departments or Divisions will struggle to hire qualified employees;

WHEREAS, the City must preserve the health, welfare, and safety of its citizens, City Council has determined it is necessary to provide the Mayor with such powers as will facilitate the City filling open vacancies during difficult market conditions: and

WHEREAS, to allow the City to take all available steps to meet such challenges as they arise, the City Council has determined it is in the best interest of the City to provide the Mayor with the flexibility to temporarily suspend certain requirements in Chapter 8 of Title VI of the Pueblo Municipal Code upon a finding an open vacancy cannot be filled with strict adherence to such requirements; NOW, THEREFORE,

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

SECTION 1.

Section 6-8-5 of the Pueblo Municipal Code is hereby amended by adding subsection (f) read as follows:

Sec. 6-8-5. Vacancies.

...

(f) Notwithstanding the foregoing, the Mayor, after a position has been posted for more than twelve (12) calendar months and upon a finding of specific market conditions preventing the vacancy of more than twenty percent (20%) of any budgeted and appropriated positions from being filled, may temporarily, waive, suspend, or modify subsection (e)'s requirements, for a period not to exceed such position returning to ninety percent (90%) of the budgeted and appropriated level. Such waiver, suspension, or modification shall be made by Mayoral Order articulating findings consistent with this subsection.

SECTION 2.

Section 6-13-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Rule 6. – Waiver or modification of application requirements.

1. **The Mayor may temporarily waive, suspend or modify any application, examination or certification requirement set forth in these Rules upon the issuance of a Mayoral Order finding that a vacancy cannot be filled by strict adherence to such requirements.** No application, examination or certification requirement set forth in these Rules shall be waived, suspended or modified unless the Mayor issues a written finding that a vacancy cannot be filled by strict adherence to such requirements.

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 Ordinance to effectuate the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective upon 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 February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on , 03/18/2024 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

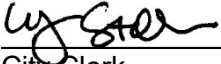
☐ Council did not act to override the Mayor's veto.

☐ 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

Mayoral Order No. _____

Police Department Lateral and Post-Certified Civil Service Applicants

WHEREAS, the City of Pueblo, Colorado ("City") is a home rule municipality existing under the laws of the State of Colorado; and

WHEREAS, the City's ability to hire and retain qualified officers to protect and serve its citizens is my administration's highest priority; and

WHEREAS, the Pueblo Police Department, like many law enforcement agencies around the state, is presently having difficulty hiring and retaining patrol officers; and

WHEREAS, the Pueblo Police Department is approximately fifty (50) patrol officers, below its budgeted and appropriated level, representing more than twenty percent (20%) of the budgeted and appropriated level for the position; and

WHEREAS, the Pueblo Police Department has posted the approximately fifty (50) patrol officer vacancies for more than twelve months and been unable to fill such positions; and

WHEREAS, the prior administration initiated retention bonuses and increased the starting pay for patrol officers, but the City has not seen the desired effect on the recruitment and retention of patrol officers; and

WHEREAS, I support Chief of Police Steven Noeller in the belief that allowing lateral transfers from other departments and hiring candidates who have passed other police academies, or are currently enrolled in a POST approved law enforcement academy, will be beneficial in returning the Pueblo Police Department to its authorized strength; and

WHEREAS, I find that the typical hiring process for police patrol officers, as authorized under the Civil Service code, rules, and regulations of the City, due to the current national and statewide hiring environment, represents an unnecessary obstacle in the City's ability to return the Pueblo Police Department to its authorized strength; and

WHEREAS, under Rule 6 of the Civil Service Rules, I am authorized to waive, suspend, or modify the rules concerning application, examination or certification requirements when I find that vacancies cannot be filled by strict adherence to such requirements.

WHEREAS, under § 6-8-5 (f) of the Pueblo Code of Ordinances, I am authorized to temporarily waive, suspend, or modify the requirement an eligible list pertaining to an open vacancy remain frozen, and no new eligible list be established until action is taken on such vacancy.

WHEREAS, I therefore find Pueblo Police Department patrol officer vacancies cannot be filled without modification to the existing rules for post-certified lateral applicants and applicants currently enrolled in a POST approved law enforcement academy; and

NOW, THEREFORE, I, Heather Graham, Mayor of the City of Pueblo, by the powers vested in me by the Pueblo Municipal Charter and Pueblo Code of Ordinances, do hereby order as follows:

SECTION 1. 6-8-5(E) AND RULE 28

Until the Pueblo Police Department has reached ninety percent (90%) of the staffing level budgeted and appropriated for the Police Patrol Officer classification, (1) the requirement under § 6-8-5(e) of the Pueblo Code of Ordinances is hereby temporarily suspended and (2) as authorized under Civil Service Rule 6, Civil Service Rule 28 is hereby temporarily modified to allow for the placement of post-certified lateral applicants and applicants currently enrolled in a POST approved law enforcement academy into a separate eligible list.

SECTION 1. POST CERTIFIED APPLICANTS

Additionally, any post-certified individual who applies to be a Police Patrol Officer, pursuant to applicable selection criteria, may enter the academy and become an employee of the City after successfully passing an examination in the form of a T&E and being placed on an eligible list. As authorized under Civil Service Rule 6, the following requirements are hereby suspended:

- a. The requirement under Rule 18(g) that all separate examinations be conducted and concluded within a forty-eight-hour period; and
- b. The requirement under Rule 22 that each candidate be given written notice of results immediately after completion of grading and scoring of an examination. All candidates shall be given the required written notice within 48 hours after the application deadline.

SECTION 2. POLICE ACADEMY STUDENT APPLICANTS

Additionally, any registered student in a POST approved law enforcement academy conducted by an institution of higher education who applies to be a Police Patrol Officer, pursuant to applicable selection criteria, may enter the academy and become an employee of the City after successfully passing an examination in the form of a T&E and being placed on an eligible list. As authorized under Civil Service Rule 6, the following requirements are hereby suspended:

- a. The requirement under Rule 18(g) that all separate examinations be conducted and concluded within a forty-eight-hour period; and
- b. The requirement under Rule 22 that each candidate be given written notice of results immediately after completion of grading and scoring of an examination. All candidates shall be given the required written notice within 48 hours after the application deadline.

SECTION 3. EFFECTIVE DATE

This order shall take effect immediately and remain in place until rescinded.

DATE

HEATHER GRAHAM, MAYOR



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mayor Heather Graham

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING \$50,000 FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO BE PAID TO THE SOUTHERN COLORADO SMALL BUSINESS DEVELOPMENT CENTER

SUMMARY:

The attached Ordinance will budget and appropriate \$50,000 to be paid to the Southern Colorado Small Business Development Center ("SBDC") to help pay for general operating expenses.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Southern Colorado Small Business Development Center provides business consulting, training, and resources to help small businesses thrive. On November 27, 2023, the SBDC made a presentation to City Council during its work session. SBDC is looking for \$50,000 to help with general operating costs including the hiring of two more consultants, a part-time staff member, and instructors to provide seminars and webinars as well as to provide additional community outreach and development.

Upon conclusion of the work session, then Councilman Atencio recommended the matter be brought before City Council by ordinance to consider donating \$50,000 to the SBDC and to include SBDC in the list of organizations that receive a letter in 2024 inviting it to request continuing funds as part of the 2025 non-departmental budget considerations.

FINANCIAL IMPLICATIONS:

Funds for the project will be provided from the existing unappropriated General Fund

balance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the \$50,000 will not be paid to the SBDC.

RECOMMENDATION:

Recommend approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE BUDGETING AND APPROPRIATING \$50,000
FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO
BE PAID TO THE SOUTHERN COLORADO SMALL BUSINESS
DEVELOPMENT CENTER

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

SECTION 1.

Funds in the amount of \$50,000 are hereby budgeted and appropriated to the Southern Colorado Small Business Development Center from the unappropriated General Fund balance.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

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: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE ESTABLISHING FUND NO. 456 - FIRE STATIONS AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2023 CERTIFICATES OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO FUND NO. 456.

SUMMARY:

This Ordinance establishes Fund No. 456 - Fire Stations and budgets and appropriates funds in the amount of \$34,450,000 from the issuance of the Series 2023 Certificates of Participation and all future funds received into Fund No. 456.

PREVIOUS COUNCIL ACTION:

On October 23, 2023, by Ordinance No. 10570, City Council authorized a site lease and lease purchase agreement between the City, and BOKF, N.A. (solely in its capacity as trustee) for the purpose of financing the construction, improvement, and equipping of three fire stations by issuing Series 2023 Certificates of Participation to not exceed \$37,000,000.

On January 8, 2024, by Ordinance No. 10640, City Council authorized the establishment of the Debt Service Fund No. 304 - COP-Fire Stations.

BACKGROUND:

On December 21, 2023, the City closed and received the proceeds from the Series 2023 Certificates of Participation (COP). A separate account with ColoTrust, Fire Stations COP, was created for the transaction proceeds. This Ordinance will establish a debt service fund for the Series 2023 COPs.

FINANCIAL IMPLICATIONS:

The attached ordinance budgets and appropriates \$34,450,000 from the Series 2023 Certificates of Participation issuance into Fund No. 456.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this Ordinance will result in the City Council not authorizing the establishment of Fund No. 456 and the budgeting and appropriation of funds received from the Series 2023 Certificates of Participation issuance.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10670

AN ORDINANCE ESTABLISHING FUND NO. 456 - FIRE STATIONS AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2023 CERTIFICATES OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO FUND NO. 456.

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

SECTION 1.

Fund No. 456 is hereby established, and the \$34,450,000 received from the Series 2023 Certificates of Participation issuance by the City of Pueblo and all future funds received, are hereby budgeted and appropriated into said Fund No. 456.

SECTION 2.

The officers and staff of the City are authorized to perform any 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 February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

APPROVED: _____



PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 03/18/2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

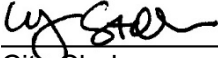
☐ Council did not act to override the Mayor's veto.

☐ 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: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Interim City Attorney

SUBJECT: AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE BLUFFS PHASE 1 URBAN RENEWAL PLAN

SUMMARY:

This Ordinance makes certain legislative findings, establishing the North Bluffs Phase 1 Urban Renewal Area and approving the Bluffs Phase 1 Urban Renewal Plan.

PREVIOUS COUNCIL ACTION:

At the request of the Pueblo Urban Renewal Authority (PURA), City Council removed the subject ordinance from the November 30, 2023, and January 8, 2024, City Council Agendas.

BACKGROUND:

The purpose of this Plan is to eliminate the conditions of blight that exist in the Survey Area, facilitate the development of a new multifamily residential on an underutilized site, and implement those provisions of the Comprehensive Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide vital redevelopment to the Area, to attract and leverage private investment, and funding mechanisms to provide necessary public infrastructure to serve the Area.

The proposed development program for the Bluffs Phase 1 Urban Renewal Plan is based on the current plans of property owners and prospective developers.

FINANCIAL IMPLICATIONS:

None. Future incremental tax revenues above the current tax base would not exist but for the redevelopment of the property.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission determined the proposed project meets the

requirements of the City's Comprehensive Plan and recommended approval at their October 11, 2023, Regular Meeting.

STAKEHOLDER PROCESS:

The PURA has been in contact with and presented for approval the Urban Renewal Plan to the other taxing entities within the proposed Urban Renewal Area.

ALTERNATIVES:

None.

RECOMMENDATION:

The Pueblo Urban Renewal Authority Board of Commissioners recommends approval of this Ordinance.

ATTACHMENTS:

1. The Bluffs URA Plan 10.13.2023 P&Z Changes Final
2. PURA_Bluffs_Conditions_Survey_5.12.2023
3. The Bluffs UR Plan Impact Report SEH 10.24.2022
4. RRA am & restated Final

ORDINANCE NO. 10671

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS
AND APPROVING THE BLUFFS PHASE 1 URBAN RENEWAL
PLAN

WHEREAS, on September 20, 2021, the City Council of Pueblo (the "City Council") during its work session, directed the Pueblo Urban Renewal Authority to study an area (the "Area") of the City of Pueblo (the "City") to assess if blighting factors exist in the area and, if appropriate, recommend that the City Council consider one or more redevelopment plans to remove any such conditions of blight; and

WHEREAS, the Authority contracted with Pioneer Development Company (the "Consultant") to conduct a conditions survey of the Area, which is more particularly described in Exhibit A (the "Area"), attached to and incorporated herein, to determine if the Area contains factors included in the definition of "blighted area" in the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, C.R.S., (the "Act"); and

WHEREAS, the Consultant prepared, submitted, and presented to the City Council a document entitled "The Bluffs Phase 1 Urban Renewal Conditions Survey" (the "Survey") dated April 9, 2023, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Consultant prepared, and the Authority has approved, The Bluffs Phase 1 Urban Renewal Plan (the "Plan"), a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein; and

WHEREAS, the aforesaid Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty days prior to the public hearing; and

WHEREAS, written notice of the public hearing was mailed or delivered to each property owner, business, and resident of the area included in the Plan (the "Urban Renewal Area"), informing them of the public hearing at least thirty days prior to the public hearing; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Development Plan (the "Comprehensive Plan"), which is the general plan for the development of the City as a whole; and

WHEREAS, the Plan contains provisions that allocate property tax increment revenues derived from the levies of taxing entities that levy property taxes in the Urban Renewal Area included in the Plan (the "Taxing Entities"); and

WHEREAS, the Authority has delivered to the Taxing Entities (1) the notice of the public hearing, (2) the Plan, and (3) a copy of an impact report (the "Impact Report") prepared by the Consultant that describes the burdens and benefits of the Plan on the revenues and services of such Taxing Entities; and

WHEREAS, based on the Impact Report, the Authority has reached agreement with the Taxing Entities regarding estimated impacts on services of the Taxing Entities associated solely with the Plan as required by Section 31-25-107(9.5) of the Act; and

WHEREAS, on March 11, 2024, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter, and the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City's Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence; NOW, THEREFORE,

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

SECTION 3.

The Plan, Impact Report, and notice of the public hearing have been submitted to the Taxing Entities, including the Board of County Commissioners of Pueblo County, Colorado, (the "County") together with the information required by Sections 31-25-107(3.5) and (9.5) of the Act. The Plan will remediate conditions of blight in the Urban Renewal Area.

SECTION 4.

The Taxing Entities have reached agreement with the Authority regarding estimated impacts on services of the Taxing Entities associated solely with the Plan as required by Section 31-25-107(9.5) of the Act.

SECTION 5.

Pueblo City Schools (School District No. 60) has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 6.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

SECTION 7.

It is not expected that any relocation of business concerns will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The Pueblo Urban Renewal Authority has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(4)(c) of the Act to all property owners, residents, and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty days prior to the public hearing on the Plan.

SECTION 9.

Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 10.

Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 11.

The Plan conforms with the Pueblo Regional Comprehensive Development Plan, which is the general plan for the development of the City of Pueblo as a whole.

SECTION 12.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 13.

The entire Urban Renewal Area is within the corporate limits of the City. Construction and maintenance of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the City, the Authority, and private enterprise. Any impacts on the services or revenues of the Taxing Entities will be offset by new revenues not now being

collected by the Taxing Entities and directly produced as a result of the Plan and subsequent redevelopment of the Urban Renewal Area and adjacent property outside of the Urban Renewal Area.

SECTION 14.

The Urban Renewal Area described in the Plan does not consist of open land within the meaning of Sections 31-25-107(5) and (6) of the Act. Therefore, the findings and determinations set forth in such sections of the Act do not apply and are not required.

SECTION 15.

The Authority is not authorized to acquire property through the exercise of eminent domain.

SECTION 16.

The Bluffs Phase 1 Urban Renewal Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan.

SECTION 17.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on , 03/18/2024 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

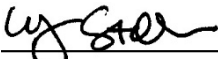
☐ Council did not act to override the Mayor's veto.

☐ 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

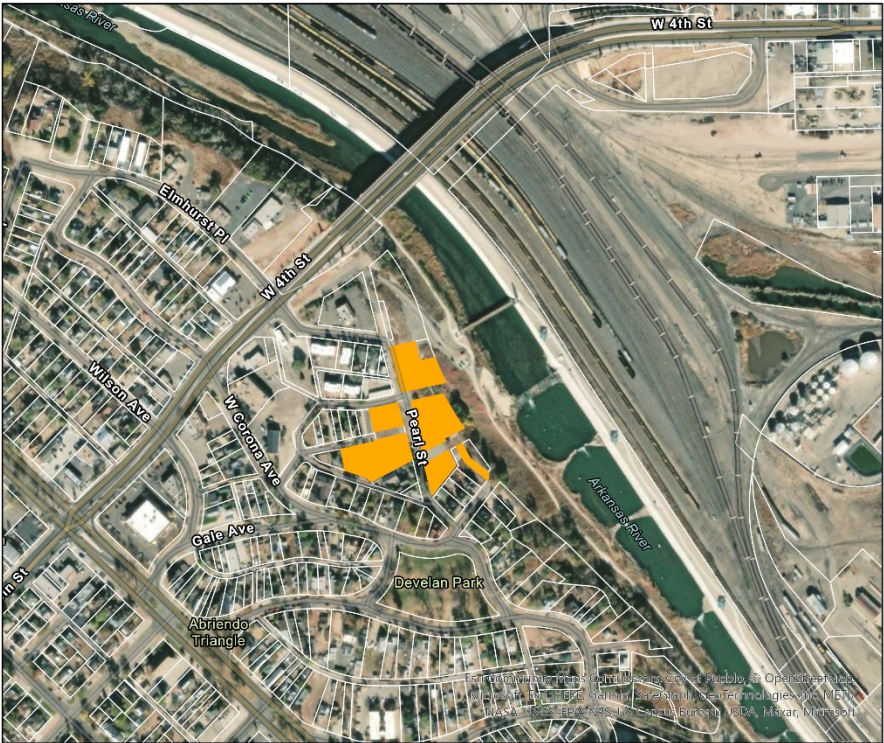


The Bluffs Phase 1 Urban Renewal Plan

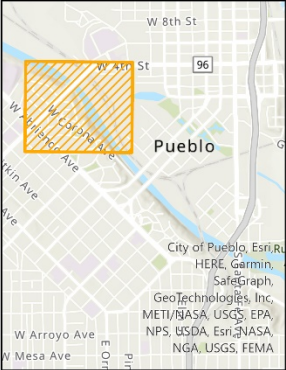
April 26th, 2023

Prepared by:
Pueblo Urban Renewal Authority (PURA)
Pioneer Development Company

The Bluffs Urban Renewal Plan



Legend
The Bluffs Urban Renewal Plan Parcels
Pueblo Parcels



CONTENTS

I.	Introduction	5
II.	Urban Renewal Area Boundary	5
III.	Summary of Statutory Criteria	5
IV.	Description of Urban Renewal Project	7
	A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives	7
	1. Goals of the Plan	7
	2. Relationship to Comprehensive Plan	8
	B. Land Use Regulations and Building Requirements	8
V.	PROJECT ACTIVITIES	9
	A. Land Acquisition	9
	B. Relocation	9
	C. Demolition, Clearance, and Site Preparation	9
	D. Property Management	9
	E. Public Improvements	9
	F. Land Disposition, Redevelopment and Rehabilitation	10
	G. Cooperation Agreements	10
	H. Other Project Undertakings and Activities	10
VI.	PROJECT FINANCING	11
VII.	CHANGES IN APPROVED PLAN	12
VIII.	MINOR VARIATIONS	12

DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings:

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or **Urban Renewal Area** means the area of the City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

City Consolidated Plan means the City of Pueblo 2020-2024 Consolidated Plan, approved June 14, 2021, by Ordinance No. 9951.

Comprehensive Plan means the Pueblo Regional Comprehensive Plan adopted in 2022.

County means Pueblo County, Colorado.

Neighborhood Plan means the Westside Neighborhood Plan adopted in 2004.

Plan or **Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

Project or **Urban Renewal Project** means all activities and undertakings described in this Plan.

I. INTRODUCTION

The purpose of this Plan is to implement those provisions of the Comprehensive Plan and the City Strategic Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, eliminate and prevent conditions of blight, attract private investment, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of the City pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

II. URBAN RENEWAL AREA BOUNDARY

An urban renewal plan area has been created that includes properties that are within the City of Pueblo's municipal limits. The Area, titled "Bluffs Phase 1" includes 5 parcels along Pearl Street, atop a bluff overlooking the Arkansas River. These parcels encompass ~3.3 acres including public right-of-way and are zoned R-5 residential. The subject area is characterized by vacant land, steep topography, deteriorating or missing infrastructure, and irregularly shaped parcels. The survey area is proximal to the "Colorado Smelter" EPA Superfund site and may require environmental remediation. The Area's characteristics make future development challenging and is the reason why PURA is evaluating this site for Urban Renewal treatment.

III. SUMMARY OF STATUTORY CRITERIA

On April 9th, 2023, a conditions survey report was delivered to the Pueblo Urban Renewal Authority and its Board of Commissioners that summarized a blight study of the area described as The Bluffs Phase 1 Urban Renewal Plan. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled "The Bluffs Phase 1 Urban Renewal Plan Conditions Survey" (the Conditions Survey) dated April 9th, 2023, consisting of 25 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

Conditions Survey – Blighting Factors Cataloged

Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 10 (j)	Environmental Contamination of Buildings or Property
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

IV. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting Pueblo's Regional Comprehensive Plan, the City's Consolidated Plan, and the Pueblo community's remediation and redevelopment goals. Although there are other adopted Plan's both locally and regionally not listed, the Goals and Policies of these plans are assumed to be subsumed under the Comprehensive Plan.

A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives

Goals of the Plan

1. **Goals of the Plan** – This Plan has been adopted to achieve the following goals in the Area:

- a) To encourage renewal throughout the Area by attracting additional investment and redevelopment within the Project.
- b) To alleviate blighting conditions within the Area's Boundary
- c) To leverage Tax Increment Financing to assist with the funding of Infrastructure and Facilities that will help advance the remediation and revitalization goals of the Area.
- d) To incentivize and invest in catalytic developments to remediate blighting conditions and spur additional community minded development throughout the Area.
- e) To encourage redevelopment within the Area that aligns with the City of Pueblo's future land use designations and zoning districts.
- f) To leverage Tax Increment Financing to help attract new commercial and residential investments within the Area.
- g) To improve the streetscapes to promote on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, signage, landscaping, bike racks and bus shelters.
- h) To improve pedestrian and trail connections to from the Area to the Arkansas River.
- i) To invest in cultural and community spaces throughout the Area.

2. Relationship to Comprehensive Plan

The Plan conforms with and is designed to help implement the Visions, Goals, Policies and Guiding Principles detailed in the Comprehensive Plan, revised and adopted September 2022:

- a) The Plan will support Goal 1.1 to “Expand Housing options to meet the needs of existing and future residents of all ages, abilities, and income levels”. The Plan will help to target new residential development within its boundaries. The Plan will help to support higher-density, residential development in an underutilized and challenging development area.

The Plan will support Goal 7.2 to “Expand transportation connections to, from and within the region”. The Plan will help improve public right of way, sidewalks, and even trail connections to the Arkansas River.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Pueblo Municipal Code, Pueblo County Land Use Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the City of Pueblo ("City Regulations") and Pueblo County ("County Regulations"). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Land Use Code for annexed parcels.

V. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA

accessible routes, stormwater improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities and multi-use recreational trails in the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners. The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances. Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.

The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, County, other municipalities and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VI. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City or County; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the County, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City or the County to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

VII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

VIII. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A

THE BLUFFS PROJECT AREA



Legend

-  The Bluffs Project Area
-  Parcels



EXHIBIT B

LEGAL DESCRIPTION

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE-FILE NO. 1741255, DATED JUNE 6, 2022) LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24, BLOCK 4, DELAVAN PLACE SUBDIVISION, EXCEPT THE SOUTH 13 FEET OF LOT 14 AND THE NORTH 17 FEET OF LOT 15, BLOCK 4, DELAVAN PLACE SUBDIVISION, AS DESCRIBED IN WARRANTY DEED RECORDED MARCH 7, 2003 UNDER RECEPTION NO. 1489007, TOGETHER WITH THE VACATED ALLEY IN BLOCK 4 ADJACENT TO SUBJECT LAND AND THE NORTHERN HALF OF BURDETTE AVENUE AS SHOWN IN ORDINANCE NO. 1512 RECORDED MARCH 5, 1949 IN BOOK 1090 AT PAGE 101, RECEPTION NO. 835282 COUNTY OF PUEBLO, STATE OF COLORADO

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE-FILE NO. 1717205, DATED APRIL 22, 2022) THE SOUTH 13 FEET OF LOT 14 AND THE NORTH 17 FEET OF LOT 15, BLOCK 4, DELAVAN PLACE COUNTY OF PUEBLO, STATE OF COLORADO

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE -FILE NO. 1717143, DATED MAY 24, 2022) PARCEL A: (FILE NO. 1717143) LOTS 1 TO 7, INCLUSIVE, BLOCK 5 DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL B: (FILE NO. 1717143) LOT 6, BLOCK 6, DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL C: (FILE NO. 1717143) LOTS 15, 16 AND 17, EXCEPTING THAT PORTION CONVEYED TO THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY, A DELAWARE CORPORATION BY DEED RECORDED NOVEMBER 21, 1921 IN BOOK 529 AT PAGE 92, AND LOTS 18 TO 21, INCLUSIVE, BLOCK 2, DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D: (FILE NO. 1717143) LOTS 1 TO 4, INCLUSIVE, BLOCK 6 DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO



PIONEER
DEVELOPMENT
COMPANY

we find the way

The Bluffs Phase I Urban Renewal Plan Conditions Survey

Pueblo Urban Renewal Authority

April 9, 2023



April 9, 2023

Pueblo Urban Renewal Authority
City of Pueblo, Colorado

Dear Pueblo URA Board of Commissioners,

This Conditions Survey is intended to assist the Pueblo Urban Renewal Authority (PURA) with identifying and cataloguing conditions that are arresting sound development throughout a defined survey area. This area is named the “The Bluffs Phase I Urban Renewal Plan” (The Project).

The Project will encompass five (5) parcels and approximately 3.3 acres, including Right-of-Way (ROW). The area is characterized by vacant land clustered atop a steep bluff within City limits, overlooking the Arkansas River. Public surface infrastructure, from streets and alleyways to the trails leading down to the River, are in disrepair. The survey area is also within “Superfund Proximity” according to the EPA’s Environmental Justice Indexes website¹. The survey area scores in the highest percentile for proximity, indicating that environmental contamination is likely. In addition to these physical characteristics, the surveyed parcels are irregularly shaped and will require assemblage and right-of-way vacations to achieve new development.

The Conditions Survey evaluates this area for the presence of statutorily defined “blighted area factors” (blighting factors). These factors are defined by Colorado’s Urban Renewal Law under C.R.S. 31-25-103(2) and in general, mean conditions that impair or arrest the sound growth of a municipality. The Conditions Survey locates, identifies, and describes each statutorily defined blighting factor found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions and the parcels they impact.

Based upon field observations and analysis, this report finds that the surveyed area meets Colorado Urban Renewal Law’s statutory minimum of blighting factors required to designate the proposed The Bluffs Phase I Urban Renewal Plan as an urban renewal project eligible for urban renewal activities.

Sincerely,

Andrew Arnold, AICP
Founder | Principal
Pioneer Development Company
Durango, Colorado

CC: Jerry Pacheco and Cherish Deeg

¹ <https://ejscreen.epa.gov/mapper/>



Table of Contents

Executive Summary..... 3

Conditions Survey Summary 5

Methodology..... 8

Evaluation of Blighting Factors 9

Conclusion..... 24

Executive Summary

The Bluffs Phase I Urban Renewal Plan

Conditions Survey:

The City of Pueblo's Urban Renewal Authority (PURA) is evaluating a specific area for Urban Renewal projects and activities. The subject area is centrally located within Pueblo's city limits, on the West side of the Arkansas River near West 4th Street (State Highway 96). The survey area includes 5 parcels along Pearl Street, atop a bluff overlooking the Arkansas River. These parcels encompass ~3.3 acres including public right-of-way and are zoned R-5 residential. The subject area is characterized by vacant land, steep topography, deteriorating or missing infrastructure, and irregularly shaped parcels. The survey area is proximal to the "Colorado Smelter" EPA Superfund site and may require environmental remediation. The survey area's characteristics make future development challenging and is the reason why PURA is evaluating this site for Urban Renewal treatment.

Before an area can be eligible for Urban Renewal treatment, Colorado's Urban Renewal Law requires a Conditions Survey be completed that catalogue statutorily defined "blighted area factors" (blighting factors). The Conditions Survey is one of three statutorily required reports needed to establish an Urban Renewal Plan around a specific area of a municipality.

An Urban Renewal Plan area, also known as an urban renewal project, is defined by state statute to mean "a slum area, or blighted area, or combination thereof, which the local governing body designates as appropriate for an urban renewal project" (C.R.S. 31-25-103). The process to designate an urban renewal plan is organized under Colorado Urban Renewal Law (C.R.S. 31-25-101 to 116).

For an Urban Renewal Plan to be established, a specific geographic area within the community must be found to exhibit certain conditions. These are conditions that, in general, are arresting the sound growth of a municipality. This could include conditions that impair a municipality's growth, retards housing development and accommodations, or constitutes a liability for economic or community development. Statute describes these conditions as a "menace to public health, safety, morals, and welfare" and defines these conditions as eleven separate factors in C.R.S. 31-25-103.2). These factors must be cataloged before urban renewal projects and activities can commence.

A conditions survey does not create a new Urban Renewal Plan or Urban Renewal Project. The Conditions Survey is merely a starting point for that process, one that is required before PURA can establish The Bluffs Phase I Urban Renewal Plan. The Conditions Survey's purpose is to evaluate the proposed Plan area and determine if it meets the statutorily required threshold of blighted area factors. Four (4) of these factors must be identified before an Urban Renewal Plan can be established and adopted. If all property owners and tenants consent to being included in the Urban Renewal Plan, then only 1 blighted area factor needs to be identified.

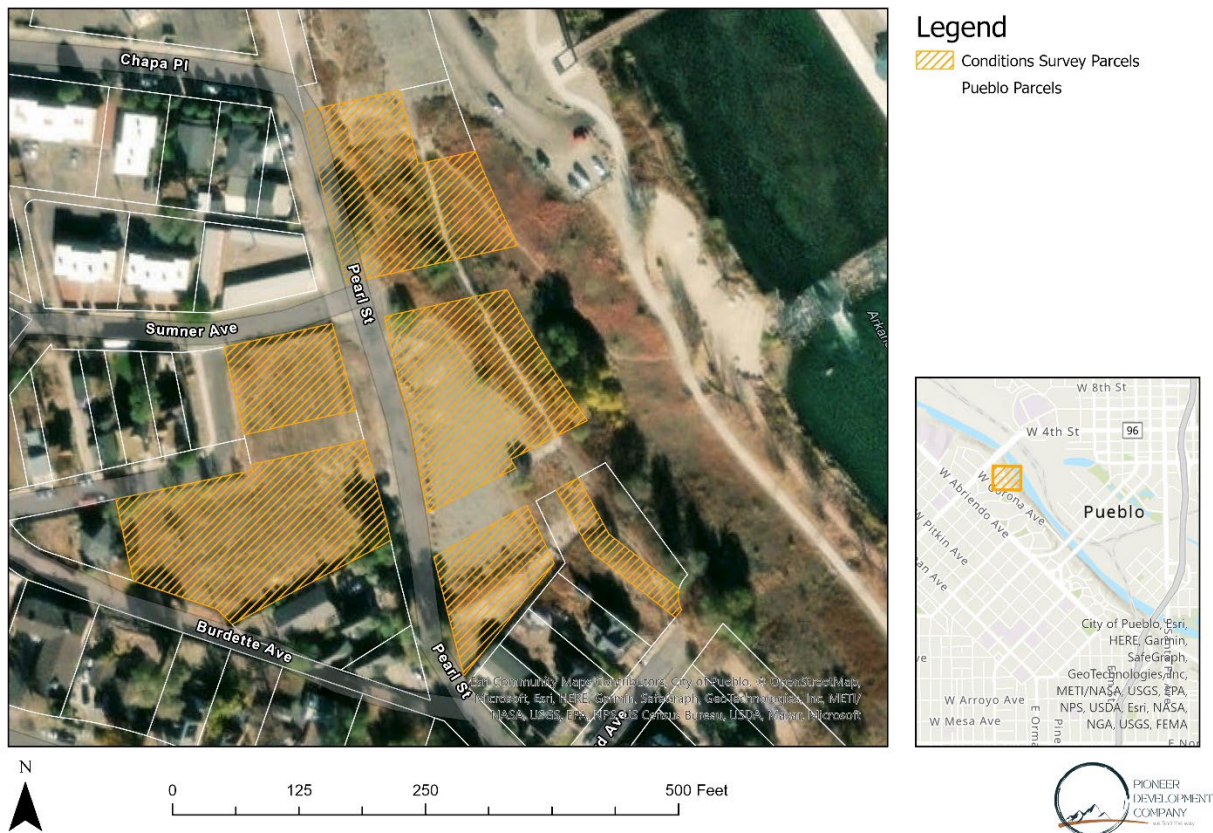
The proposed Urban Renewal Plan area was carefully surveyed using a holistic analysis. Observations were taken during a field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the site and market characteristics. This report thoroughly reviewed both City and County planning documents, as

well as assessment information that could help identify blighting factors that were not easily observable during the site visit.

The Conditions Survey's conclusion is that the proposed The Bluffs Phase I Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible as an Urban Renewal Plan according to state statute. This Conditions Survey identified seven (7) blighting factors within the area, listed in the table below:

Conditions Survey – Blighting Factors Cataloged	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 10 (j)	Environmental Contamination of Buildings or Property
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

The Bluffs Conditions Survey Map



Survey Area

The proposed Bluffs Phase I Urban Renewal Plan area includes 5 parcels encompassing 3.3 acres.² The area is located within the Blocks Neighborhood and currently zoned R-5 Residential. This zoning allows for higher density residential development and office space, among other uses. This survey area includes residential assessed property that is characterized by vacancy, lack of infrastructure, irregular parcel shapes, and potential environmental contamination. This survey area has been strategically drawn to include parcels may attract new investment or redevelopment. Public right-of-way that would need upgrading or would benefit from urban renewal treatment will also be considered in the Plan's final boundary.

Area Description

The proposed Urban Renewal Plan targets an area within Pueblo’s city limits, situated on a bluff overlooking the Arkansas River. The survey area includes five parcels that are irregularly shaped and arranged along Pearl Street. There is a former pedestrian path connecting the bluff with the Arkansas River Path, but this has fallen into disrepair. Accessing the area by vehicle requires travelling from West

² Acreage estimate includes Public Right of Way e.g. Roads and Alleys

4th Street to either Chapa Place, or West Corona Avenue to Sumner. The area is part of the Blocks Neighborhood and is within Tax Area 60B.

Despite the area being zoned as “R-5 Residential”, there is no development on the site. Each parcel is vacant, and there are no building improvement assessments according to the Pueblo County Assessor’s database. The properties within the survey area are largely dirt or gravel, with occasional trails crisscrossing the area. Public infrastructure, especially Pearl Street, needs repair. Trash and debris was also scattered throughout the site, despite the fact that the owner pays to have it removed monthly. Debris piles are visible throughout the area.

The site is also identified within the EPA’s Environmental Justice Screening database. According to this database and mapping program, the entire survey area is “In Proximity to a Superfund” Site. The Colorado Smelter Superfund site is southeast of the Plan area. Although the superfund’s boundaries do not extend to this site, it is flagged by the EPA for potential contamination.

The Plan Area’s statistics are described in the table below:

Conditions Survey Land Use Summary		
Area Statistics		
Total Parcel Area (Acres)		2.393
Number of Parcels in Area		5
Assessment Category	Acreage	Percent
Residential	2.393	100%
Zoning	Acreage	Percent
R-5 Residential	2.393	100%
Assessed Value	Value	
Total Actual Value	\$31,024	
Total Assessed Value	\$3,850	

Current Assessment of Plan Area

The Plan area includes 5 parcels. The total equalized assessed value (taxable value) of these parcels, according to the Pueblo County Assessor’s database, is \$3,850. These values reflect land values only, there are no building improvement values associated with the property. If this proposed Plan area is adopted, its effective Base Value (for property tax increment financing) is \$3,850.

Zoning Districts and Future Land Use

The Urban Renewal Plan survey boundary includes one (1) zoning district. All parcels are labeled as Urban Neighborhoods (UN) by the Pueblo Regional Comprehensive Plan’s Future Land Use Plan. These zoning districts include:

- R-5 Residential (R-5)

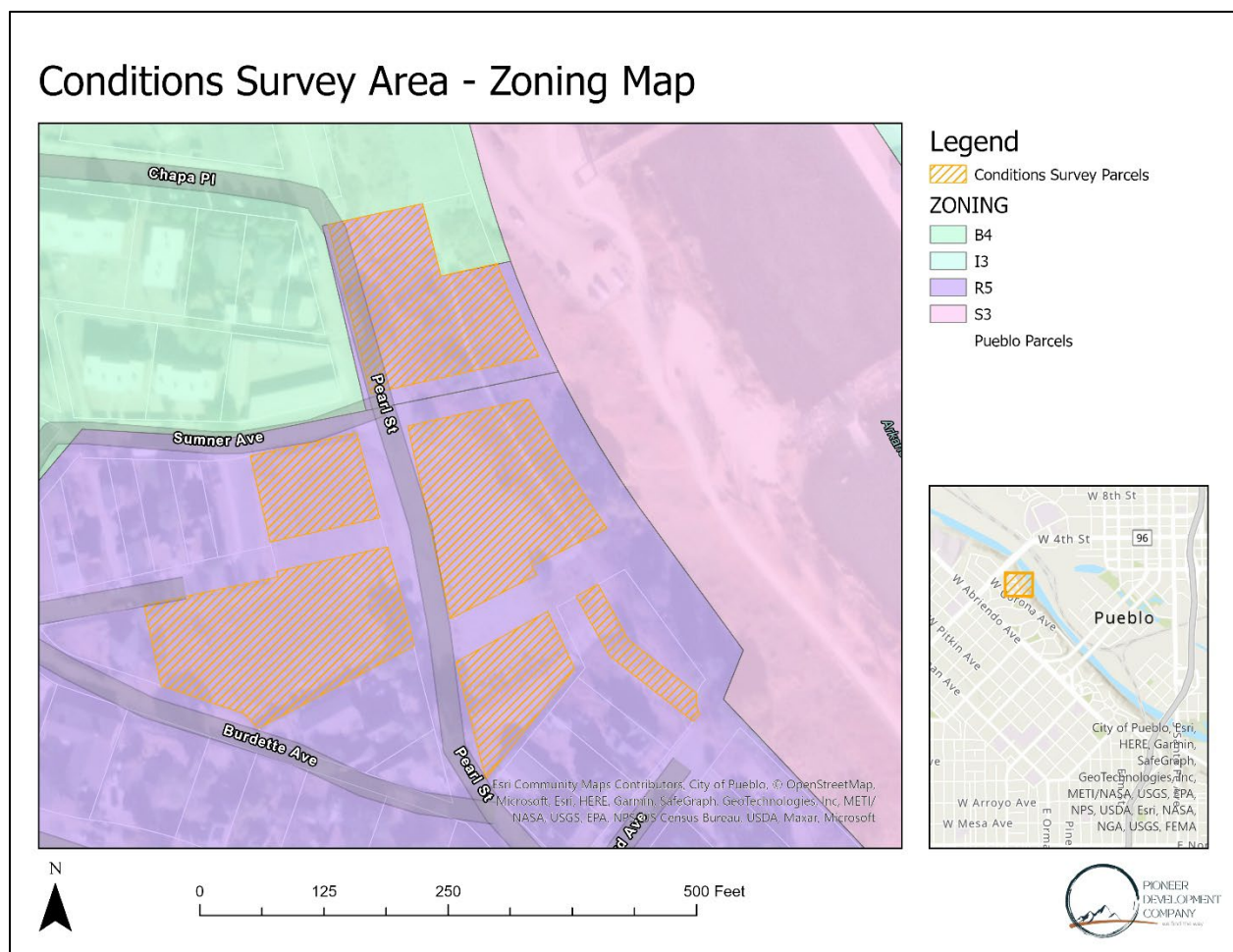
7

- **Urban Neighborhood (UN)**

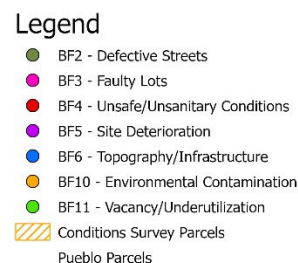
These future land uses designations indicate the types of uses that the Comprehensive Plan envisioned throughout this Plan area. Although zoning will supersede the Future Land Use designations, these designations help inform this Survey of the Community’s expectations and desires for development within the subject area. The Conditions Survey is required to evaluate the conditions arresting sound development of the municipality, and the “sound development” is relative to the zoning and future land use designations adopted for these parcels and this area.

- **Urban Neighborhood (UN)**

These future land uses designations indicate the types of uses that the Comprehensive Plan envisioned throughout this Plan area. Although zoning will supersede the Future Land Use designations, these designations help inform this Survey of the Community's expectations and desires for development within the subject area. The Conditions Survey is required to evaluate the conditions arresting sound development of the municipality, and the "sound development" is relative to the zoning and future land use designations adopted for these parcels and this area.



This Conditions Survey utilized a holistic methodology in determining whether blighting factors exist within the proposed The Bluffs Phase I Urban Renewal Plan survey boundary. This methodology included a detailed literature review of adopted plans and reports, an analysis of County Assessor records and GIS databases, and a field visit. Field work was supplemented by GIS technology that geolocated and recorded potential blighting factors throughout the survey area. Maps were created for each blighting factor identified within the survey area, illustrating which parcels contain, or are in proximity to, statutorily defined blighting factors. These maps represent the layered information gathering approach used in this report to ensure that each blighting factor was thoroughly analyzed.



Evaluation of Blighting Factors

Defining Blighting Conditions

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as “blighted area factors” (Blighting Factors). State statute defines eleven separate factors for blight. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment³.

Blighted Area Factors Defined:

- a) Slum, deteriorated, or deteriorating structures
- b) Predominance of defective or inadequate street layout
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d) Unsanitary or unsafe conditions
- e) Deterioration of site or other improvements
- f) Unusual topography or inadequate public improvements or utilities
- g) Defective or unusual conditions of title rendering the title nonmarketable;
- h) The existence of conditions that endanger life or property by fire or other causes
- i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
- j) Environmental contamination of buildings or property
- k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors help define the “conditions” that are arresting sound development of the municipality. Per statute, these factors give “reason” to declaring an area “blighted”, provided that a specific number of factors are identified. The presence of at least four of these conditions satisfies the state statute defining an area blighted.

This Conditions Survey will unpack each blighting factor to describe various real world “conditions” that indicate the presence of said factor. The presence of a condition within the survey boundary alone is not enough to make that area eligible for urban renewal activities. Rather, it is the culmination of four or more blighting factors which indicates that renewal activities should be applied within the proposed project area.

Blighting Factor were identified based on an objective analysis and urban renewal best practices. The following sections outline the blighting factors found within the survey area. Blighting factors that were not identified are excluded from this report.

³ In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this occurrence, only one blighting factor from the list of eleven needs to be identified to declare the area blighted.

Factor (b) – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to surface transportation conditions throughout the survey area. Surface transportation conditions may include road surface quality, the location or existence of streets and sidewalks, multi-modal improvements, traffic safety infrastructure, ingress/egress locations, and emergency access considerations. If surface transportation conditions exist that negatively impact sound development, redevelopment, or threaten safety, the survey includes this factor in its catalogue.

Examples of this factor include:

- Inadequate street widths
- Lack of streets, dead ends
- Overall faulty layouts that impede vehicular access and internal circulation
- Inadequate Traffic Safety facilities
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

Findings

The Survey identified multiple conditions that are examples of this blighting factor. The surveyed area exhibited inadequate street networks, road surfaces in need of upgrade or repairs, poor emergency access or complete lack of access, and gaps in active transportation infrastructure.

The survey area parcels are located within a residential area near West 4th Street (State Highway 96). The site is accessed by a series of residential roads, with Pearl Street as its main through-street. These roads require reconstruction, especially Pearl Street. The road surface is characterized by heaving, potholes, and alligator cracking. The edge of pavement is indistinguishable from lot lines, with gravel and dirt blending in with the deteriorating asphalt.

The street network is also inadequate for future development. Pearl Street narrows to a small alley south of the survey area. It is likely that future development would need to vacate this ROW to allow for better programming of the site. If this rear access is vacated, it will likely require additional ROW improvements along Pearl Street to the North, as well as Chapa Place and Sumner Avenue.

Although trails currently exist throughout the site, these are informal and in need of repair. The major pedestrian facility, a sidewalk which extends down from the site to the Arkansas River Trail, is missing concrete and appears deteriorated. Sidewalks also fail to extend throughout the site along public right of way, despite being in an urbanized, residential neighborhood. These active transportation improvements are likely required for any future development, especially the pedestrian trail going down to the river.

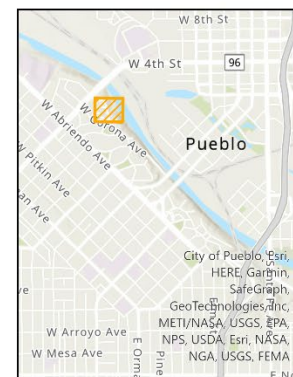
[illegible]

N



0 125 250 500 Feet

- BF2 - Defective Streets
- Conditions Survey Parcels
- Pueblo Parcels



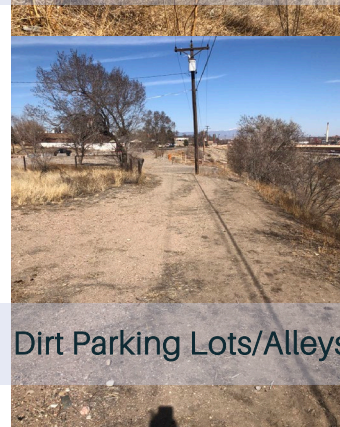
Potholes and Alligator Cracking



Unfinished Pedestrian Facilities



ROW in Disrepair



Dirt Parking Lots/Alleys

Factor (c) – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. Common conditions that indicate this factors presence in a survey area includes:

- Impractical Lot Layouts
- Narrow, Irregular, or Oddly Shaped Parcels
- Parcels Too Large or Too Small to Facilitate Development
- Lot Configurations that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse
- Easements or Setbacks that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse.

Findings

The parcels within the survey area exhibit this blighting factor's conditions and examples. The parcels included within this survey are all irregularly shaped and have unproductive conditions, as exhibited by their vacancy and underutilization.

The GIS parcel boundaries throughout the survey area illustrates the existence of this blighting factor. Each parcel within the survey area is irregularly shaped, especially parcel number 536320001. Interviews with the property owner reveal that the site was assembled over time, and their still exists former ROW's and alleyways that divide the lots. A Lot Consolidation, as well as the vacation of ROW, is likely required to make the area suitable for redevelopment.

Many of the easternmost lots are also impractical due to topography. These properties extend over the bluff and down towards the Arkansas river. This area exhibits extremely steep grades unsuitable for development. It reduces the usefulness of these properties.

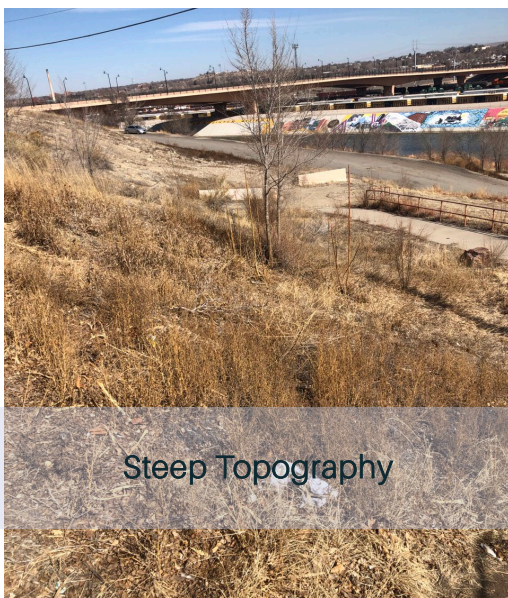
These impractical lot layouts and unproductive conditions as exhibited by nonuse on the land support the inclusion of this blighting factor.

Blighting Factor (c) - Faulty Lots



Legend

- BF3 - Faulty Lots
- ▨ Conditions Survey Parcels
- ▭ Pueblo Parcels



Steep Topography



Irregularly Shaped Lots

Factor (d) – Unsanitary or Unsafe Conditions

Description:

This factor refers to a multitude of unsanitary, unsafe or hazardous conditions. The commonality is that these conditions contribute to hazards that could have an adverse effect on the health, safety or wellbeing of the public. This factor shares similarities to conditions one (1), five (5), eight (8), nine (9) and ten (10). Conditions that would justify the inclusion of this factor in an area may include:

- Floodplain or flood prone areas
- Poor storm water drainage areas
- Cracked or uneven sidewalks
- Hazardous materials
- Hazardous geology or soil conditions
- Dangerous traffic or pedestrian conditions
- High crime statistics
- Facilities are prone to fire dangers
- Environmental contamination
- Inadequate utility systems
- Water scarcity and lack of water and sewer infrastructure
- Evidence of vandalism or homelessness
- Steep topography
- Trash, debris and noxious weeds

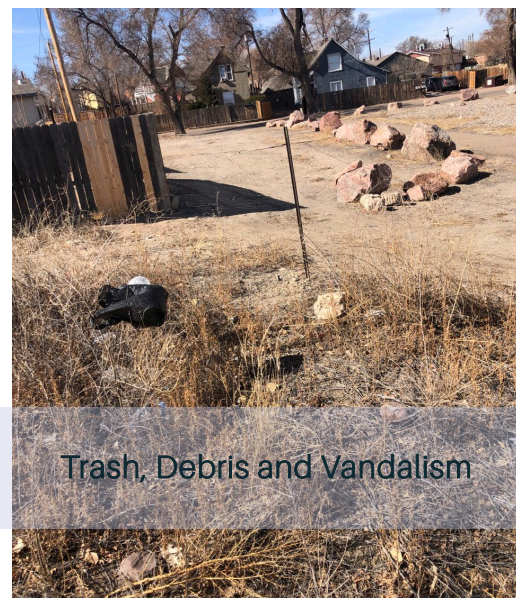
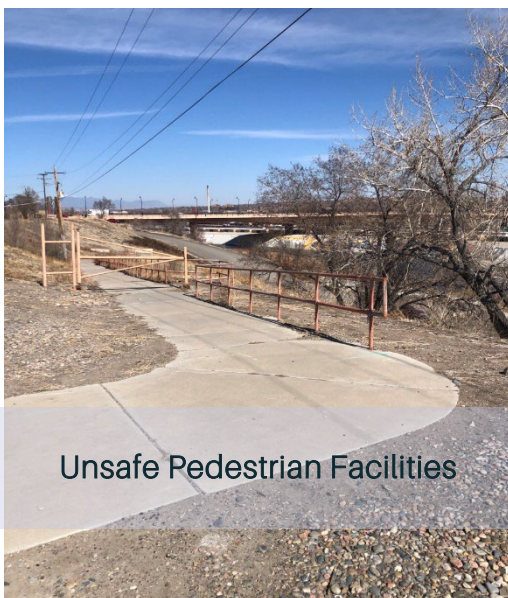
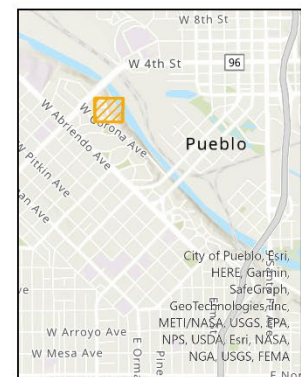
Findings

This factor includes multiple conditions identified within the survey area. The most significant condition is the potential environmental contamination of the soil, with the site being in such proximity to the Colorado Smelter, EPA Superfund Site. The EPA's Environmental Justice database indicates that the survey area is within the 95-100 percentile on many environmental contamination indexes. These indexes are enough to trigger both this blighting factor and factor 10 as outlined by statute. However, it is recommended that any future development perform a Phase 1 and Phase 2 ESA on the site to accurately determine which contaminants may need to be remediated.

In addition to the environmental contamination condition, the site exhibited other examples of this factor. Trash and debris were frequently identified around the property. Interviews with the owner indicated that vandalism and homelessness contribute to this condition. The owner explained that they pay over \$1,000 per month for trash cleanup, and yet the site continues to exhibit this condition.

There were other conditions identified within the survey area that are indicative of this factor. The gaps in pedestrian infrastructure, such as the sidewalks and the path to the river, also contribute to unsafe active transportation conditions. The topography of the site could also be considered an unsafe condition given its current, unmarked features.

 BF4 - Unsafe/Unsanitary Conditions
 Conditions Survey Parcels
 Pueblo Parcels



Factor (e) – Deterioration of Site or Other Improvements

Description:

This factor considers conditions of the site or its infrastructure. It is similar to factor two (2) and four (4), in that it focuses is on the deterioration of exterior elements, and/or the current condition of public infrastructure. A visual deterioration of exterior elements, or a decline of public infrastructure, are examples of this factor. Private land and/or structures that have fallen into disrepair or are damaged also exhibit this factor. Conditions that would justify the inclusion of this factor in an area may include:

- Poor condition of streets or sidewalks
- Signage, such as billboards, that has fallen into disrepair
- Neglected Landscaping
- Damaged or missing public utilities
- Abundance of trash, debris or noxious weeds.

Findings

This blighting factor focuses on conditions which contribute to a negative perception throughout the survey area. These conditions include trash and debris, neglected landscaping, and missing public infrastructure.

The site visit found examples of these conditions throughout the survey area. Trash and debris piles, which were identified as evidence for Blighting Factor 4, were identified on each lot within the survey area. Trash and debris are evidence for conditions underscoring this factor.

The poor condition of streets and sidewalks throughout the survey area is also evidence of this factor. The site's public right of way is in disrepair, as mentioned in Factor 2, with street and sidewalk infrastructure visibly crumbling. Active transportation facilities, such as the sidewalk path down to the River trail, were also in disrepair. The metal handrails and gate were rusted and the paint peeling. The sidewalk was also missing sections, abruptly turning into washed out gravel paths as it came down the steep bluff. Sidewalks were also missing along some of the roads throughout the survey area.

The site's vacancy was punctuated by an overall lack of landscaping. Although rocks had been placed to mark lot lines, many had been moved or thrown and created a negative perception throughout the site.

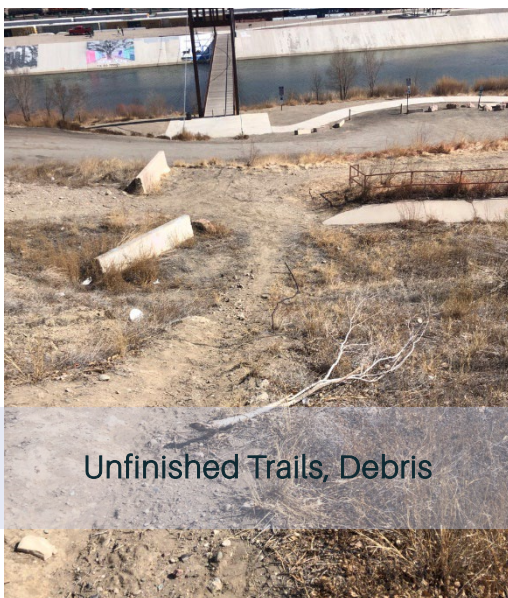
The neglected landscaping, debris and trash piles, and missing or inadequate infrastructure throughout the survey area justified its inclusion of this blighting factor.

Blighting Factor (e) - Deterioration of Site



Legend

- BF5 - Site Deterioration
- ▨ Conditions Survey Parcels
- ▭ Pueblo Parcels



Unfinished Trails, Debris



Landscape Deterioration

Factor (f) – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2), four (4) and five (5). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Lack of internal street network
- Broken or inadequate street lighting

Findings

Blighting factors two (2), four (4) and five (5) identified conditions that also underscore the presence of blighting factor six (6) within the survey area. Inadequate public improvements or infrastructure, such as the missing road networks and sidewalks identified in factor two (2), and the unsafe pedestrian trail to the river identified in factor four (4) and five (5), also serve as examples of blighting factor six (6).

However, the main reason for including Factor 6 in this survey is the site's topography. The name of the proposed Plan area, "The Bluffs" highlights the properties main feature. The site sits atop a bluff overlooking the Arkansas River. Although the view is spectacular, the topography creates redevelopment challenges. Future development would need to contend with these steep grades and may be required to improve soil conditions and engineer retaining walls. This topography represents another condition exemplifying this factor.

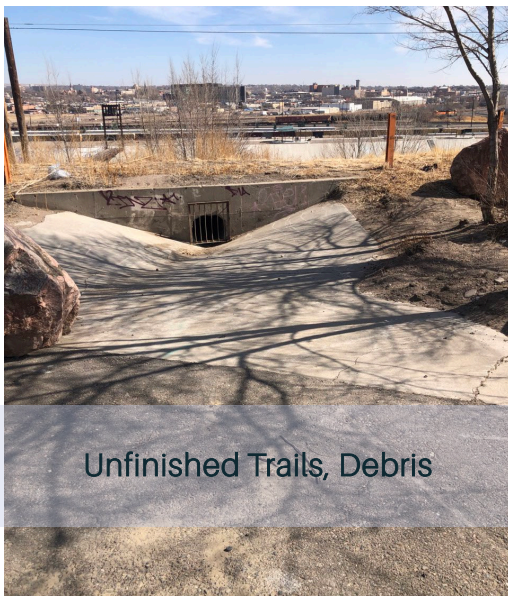
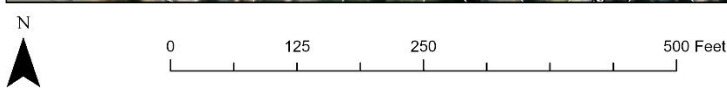
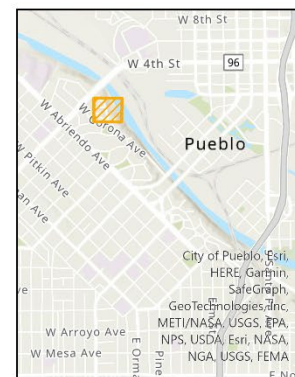
Although the site exhibited some stormwater facilities, these appeared to be inadequate for any future development needs. New stormwater infrastructure will be necessary to active the site for future development.

Blighting Factor (f) - Topography/Infrastructure



Legend

- BF6 - Topography/Infrastructure
- ▨ Conditions Survey Parcels
- ▭ Pueblo Parcels



Unfinished Trails, Debris



Steep Topography

Factor (j) – Environmental Contamination of Buildings or Property

Description:

This factor refers specifically to the environmental contamination of buildings or property. In this regard, it shares many similarities with factors four (4) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

- The presence of hazardous materials in buildings or property.

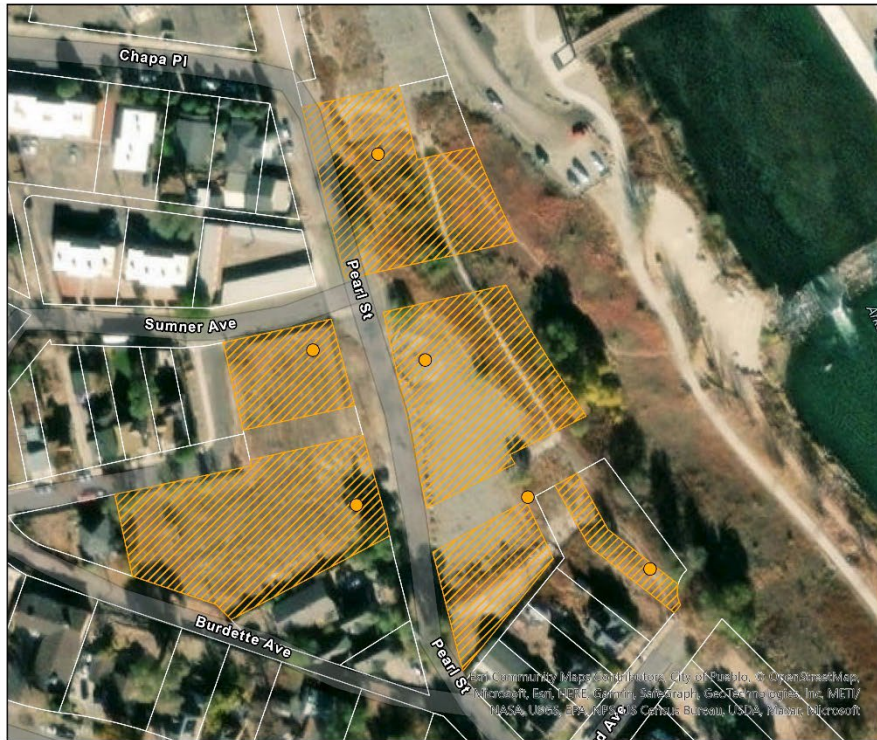
Findings

In 2014, the EPA designated the “Colorado Smelter Superfund Site”. This site includes the former steel smelter and slag pile, as well as a significant portion of the surrounding neighborhoods. The former smelter’s operations left high levels of arsenic and lead in the soils at the site and in the surrounding properties. The soil contamination at the site of the former smelter and slag pile are designated as Operable Unit 2 (OU 2) by the EPA and the contaminated soils surrounding this site are designated as Operable Unit 1 (OU 1).

The EPA’s Environmental Screening database has flagged this survey area due to its proximity to these operable units and their soil contamination levels. The fact that the EPA has flagged this survey area indicates that there is a high propensity for environmental contamination, namely soil contamination. A screenshot from the EPA’s website has been provided on the following page to illustrate its location.

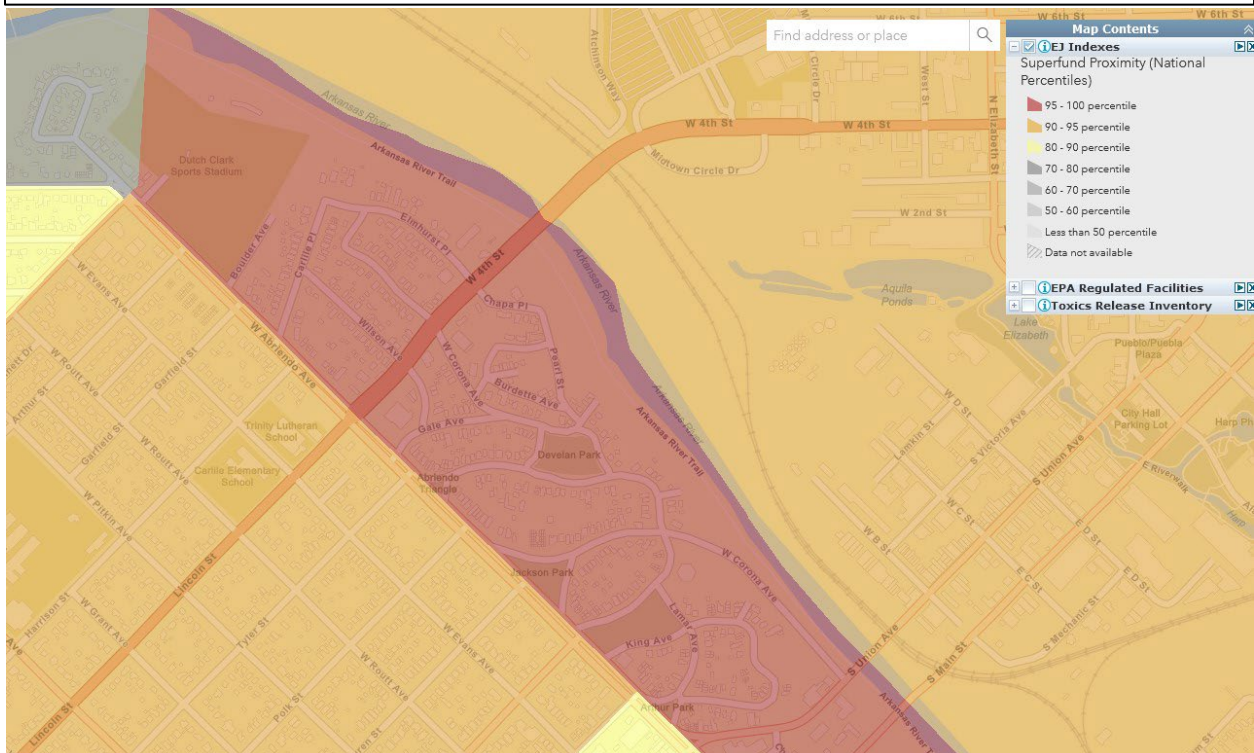
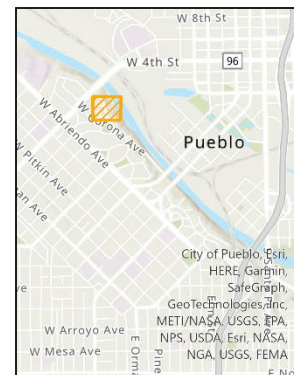
Pueblo’s industrial past has created environmental challenges for redevelopment. This report finds enough evidence on site to include environmental contamination as a blighting factor. However, this report recommends that any future development conduct a Phase 1 and Phase 2 ESA to accurately determine which contaminants are present and what remediation efforts to undertake.

Blighting Factor (j) - Environmental Contamination



Legend

- BF10 - Environmental Contamination
- Conditions Survey Parcels
- Pueblo Parcels



Factor (k.5) – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings
- Underutilized or vacant sites
- Broken or inadequate street lighting

Findings

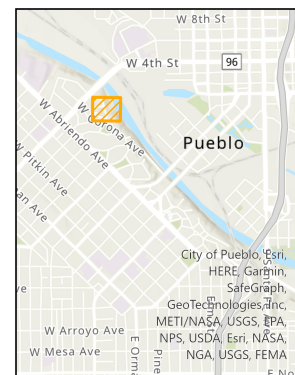
The survey area is characterized by vacant and underutilized parcels. All properties in the survey area lack building improvements. Despite being situated within a residential neighborhood, public infrastructure is lacking or altogether absent. The site's views and proximity to the river and downtown indicate a high redevelopment potential. However, the site remains vacant. Worse, trash, vandalism, and deterioration are evident and abundant. The clash between market forces and the reality that this area is completely vacant highlights conditions exhibited by this factor. The survey area is a prime example of underutilization.

Blighting Factor (k.5) - Underutilization/Vacancy



Legend

- BF11 - Vacancy/Underutilization
- ▨ Conditions Survey Parcels
- ▭ Pueblo Parcels



Underutilized Property Near Downtown Pueblo



Vacant Lots within Neighborhood

Conclusion

This Conditions Survey catalogs the presence of statutorily defined blighting factors within the proposed The Bluffs Phase I Urban Renewal Plan area. This report was designed to assist the Pueblo Urban Renewal Authority (PURA) in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This Conditions Survey identified seven (7) blighted area factors as defined by Colorado's Urban Renewal Law, within the survey boundaries of the proposed plan area. The presence of seven blighting factors meets the requirements outlined in C.R.S. 31-25-103(2), in which at least four blighting factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The seven blighting factors were not clustered in one vicinity, but rather, spread across the entirety of the survey boundary.

This Conditions Survey finds that the proposed Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.



The Bluffs Urban Renewal Plan

Impact Report

Pueblo Urban Renewal Authority

169372 | October 24, 2022



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists



Building a Better World
for All of Us®

October 24, 2022

The Bluffs Urban Renewal Plan
Pueblo Urban Renewal Authority

Dear PURA Board of Commissioners,

This Impact Report is intended to satisfy the requirements outlined in Colorado's Urban Renewal Law, C.R.S. 31-25-107(3.5)I-V and C.R.S.31-25-107(9.5). According to Statute, the Urban Renewal Impact Report is a supplementary document to the Urban Renewal Plan that is required if property or sales taxes will be utilized in the project area for renewal activities. The Bluffs Urban Renewal Plan area intends to utilize tax increment financing within its project area and therefore requires an impact report to be completed.

This Impact Report meets the minimum requirements defined by C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5) but also has been designed to provide the Pueblo Urban Renewal Authority with a realistic forecast of how development will proceed throughout the Plan area. The forecast utilized in this report has been informed by an analysis of all properties within the project area, a review of the proposed development's pro forma, as well as interviews with PURA staff. The forecasts are intentionally designed to be conservative estimates that reflect the proposed development and market benchmarks.

The goal of this report is to provide the Pueblo Urban Renewal Authority with a realistic forecast of impacts to better inform negotiations with impacted taxing entities and ensure that The Bluffs Urban Renewal Plan succeeds in bringing about the renewal hoped for by the Pueblo community.

Sincerely,

Andrew Arnold

CC: Jerry Pacheco and Cherish Deeg

Executive Summary

The Bluffs Urban Renewal Plan Impact Report:

The Pueblo Urban Renewal Authority has begun the process of establishing a new urban renewal project called “The Bluffs Urban Renewal Plan”. This plan area encompasses vacant parcels where a mixed-use development is being proposed. The developer provided PURA with development and operational pro-forma that detailed the projects costs, financing, phasing, and projected revenues. This impact report evaluated the pro-forma to determine potential impacts on taxing entities and tax increment generated by this project.

The development is seeking a public private partnership with PURA to help remediate blighting factors within the subject site and help close funding gaps to make the development more feasible. The financial mechanism PURA can leverage for these purposes is known as Tax Increment Financing (TIF), and Colorado’s Urban Renewal Law requires that an Impact Report be submitted with any Urban Renewal Plan that intends to utilize property and/or sales taxes for renewal activities in its project area (C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5)). The Bluffs Urban Renewal Plan proposes the use of TIF, which triggered the need for this Impact Report.

The minimum requirements for an Impact Report are outlined in Colorado’s Urban Renewal Law. Those requirements include,

- A) the estimated time to complete the Urban Renewal Project,
- B) The estimated annual property tax increment to be generated by the Urban Renewal Project and the portion of such increment to be allocated during this period to fund the urban renewal project,
- C) an estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- D) a statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- E) Any other estimated impacts of the urban renewal project on county services and revenues.

This Impact Report addresses each of the statutory requirements outlined above. The Bluffs Urban Renewal Plan is expected to take 25 years to complete. This report estimates that at the time of assessment (2025), this proposed development will be valued \$35,060,000 and have a **taxable value of \$2,593,790**. The Bluffs Urban Renewal Plan area’s current base value is \$7,760. The renewal project is projected to generate \$2,586,030 in new assessed property value within the Plan area, **equating to \$6,749,000 in gross incremental revenues** over the next 25 years. This TIF projection assumes all taxing entities within the Plan area will pledge 100% of their millage rate towards the Bluffs Urban Renewal Project.

This redevelopment’s total tax revenue and increment has been estimated by the impact report to determine the revenue impacts on effected taxing entities. The report also addresses population and student generation within the Plan area, and its potential impact to taxing entities such as the City, the County, the School District and the Library District.

This report found that the Bluffs Urban Renewal Plan would not adversely affect the taxing entities that collect property and sales tax within its boundary. As part of the statutes mandate, this report analyzed potential impacts the urban renewal plan could have on Pueblo County. This report found that the Bluffs Urban Renewal Plan will not require new County Infrastructure to be successful, nor would it require substantial increases in County funded services. This report evaluated County budgets and property tax revenue and found that the Plan’s fiscal impacts were minimal.

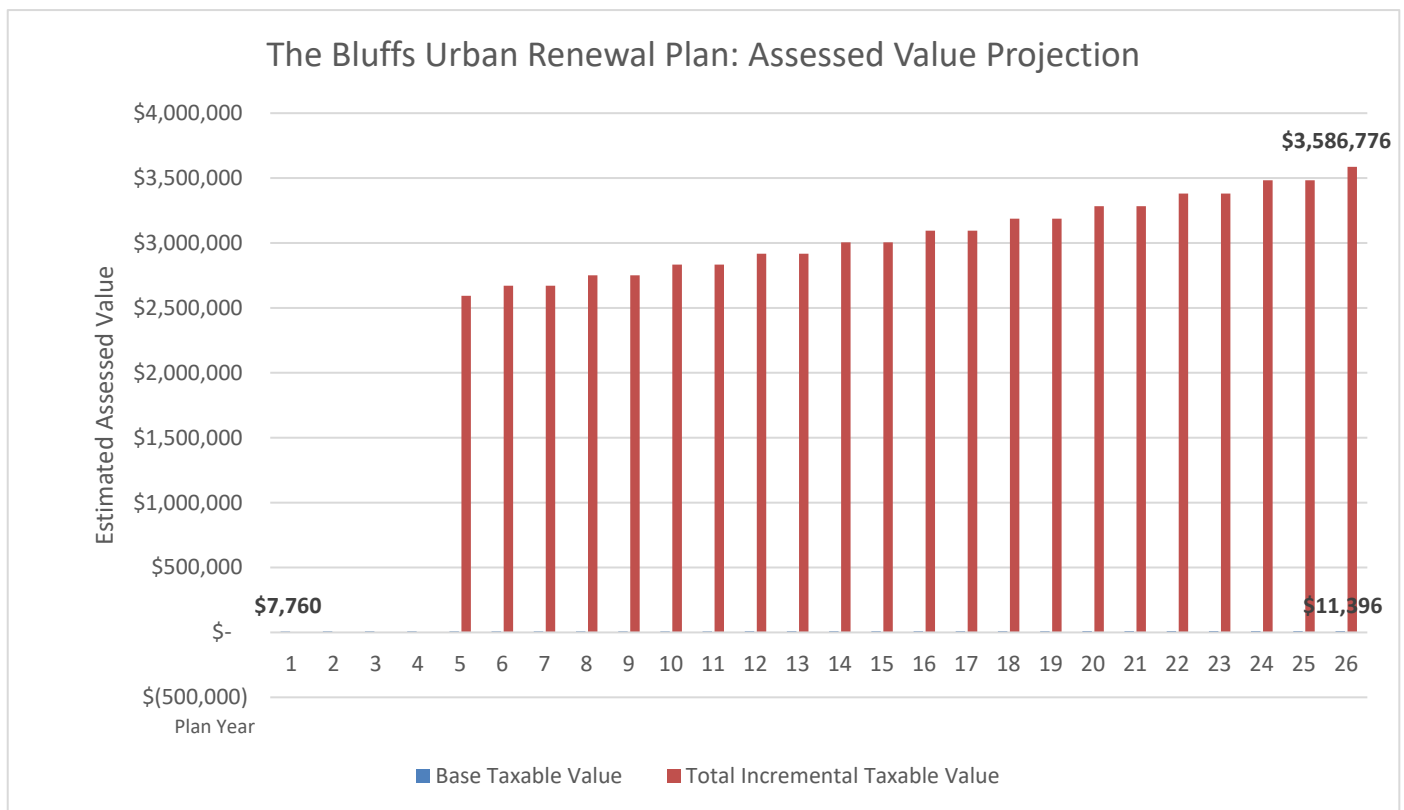
This report also analyzed the Plan’s impacts to the City of Pueblo, the Pueblo School District 60 and the Pueblo Regional Library District. The projected renewal project represents a small fraction of each taxing entities revenues, which would not trigger a significant fiscal impact. The proposed development has a residential component, which could generate

Executive Summary (continued)

new students to the Pueblo School District. However, this report's projections found less than a 1% increase in pupil count once the project concludes. This is not a significant impact to the School District, rather, the small increase could help to offset a five-year decline in pupil membership.

The Bluffs Urban Renewal Plan represents PURA's, the City of Pueblo's and Pueblo County's commitment to achieving public private partnerships that will facilitate community-minded development where it is needed most. Projected Property and Sales Tax Increment that would be generated within this Urban Renewal Plan are described in the table below:

The Bluffs Urban Renewal Plan Fiscal Projections ¹		
Base Assessed Value of Plan Area	\$	7,760
Total New Improvement Assessed Value	\$	2,572,340
Total Estimated Property Tax TIF Revenue (25-Years)	\$	6,584,000
Total Estimated Sales Tax TIF Revenue (25-Years)	\$	165,000
Annual Property Tax TIF Revenue (25-Year Average)	\$	253,000
Annual Sales Tax TIF Revenue (25-Year Average)	\$	6,000



¹ Estimates have been rounded.

Contents

Letter of Transmittal
Executive Summary
Contents

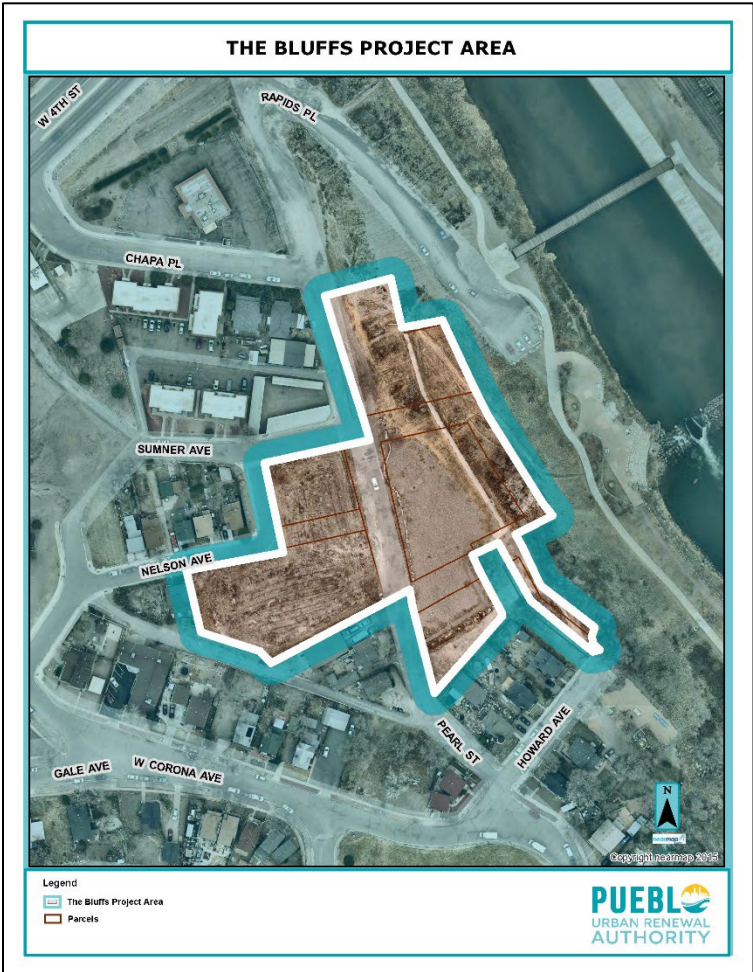
1	Impact Report Summary	1
	Project Area Existing Conditions	1
	Zoning Districts	2
	Current Assessment of Plan Area	2
	Taxing Districts Present	2
2	Impact Report Methodology	3
	Forecasting Future Growth	3
	Development Assumptions	3
	Pro-Forma Analysis	3
	Tax Increment Financing Assumptions	4
	Sales Tax Assumptions	5
	The But-For Assumption	5
3	Tax Increment Financing Summary	6
	Projected Assessment and Phasing	6
	Property Tax TIF Projections	6
	Sales Tax TIF Projections	8
4	Taxing Entity Impacts	9
	Assessed Value Comparison	9
	Pueblo County	10
	Pueblo School District 60	11
	City of Pueblo	13
	Impact Summary on Taxing Entities	14
	TIF Summary Table, 25-Year Total	15
	Impact Report Appendix	16
	Appendix A	A-1

The Bluffs Urban Renewal Plan

Impact Report

Prepared for the Pueblo Urban Renewal Authority

1 Impact Report Summary



Project Area Existing Conditions

The Bluffs Urban Renewal Plan area encompasses 3.14-acres² within the City of Pueblo. This area includes 6 parcels. This survey area has been strategically drawn to include parcels that need or will attract new investment or reinvestment. The area also includes public right-of-way that may benefit from urban renewal treatment.

² Acreage estimate includes Public Right of Way e.g. Roads and Alleys

2 Impact Report Methodology

Forecasting Future Growth

The Bluffs Urban Renewal Plan's goal is to incentivize redevelopment by remediating blighting conditions and spurring new investments in public infrastructure, amenities, and community development needs.

One of the tools urban renewal authorities can use to bring about these changes is known as Tax Increment Financing (TIF). TIF is a redevelopment strategy that leverages future tax revenues to incentivize redevelopment for urban renewal activities. Colorado's Urban Renewal Law mandates that urban renewal project areas which intend to use TIF for renewal activities submit a supplementary Impact Report to help forecast growth within a renewal area and estimate the impacts this growth will have on taxing entities that operate within that area. The impact report's purpose is to ensure that taxing entities that rely on property tax revenues will not be adversely impacted by the urban renewal project.

Quantifying these impacts requires a forecast of probable growth throughout the project area over the project's lifetime. The Bluffs Urban Renewal Plan is expected to last 25 years, the maximum amount of time allotted by Colorado's Urban Renewal Law. A proposed mixed-use development, with a focus on affordable housing, has been proposed within this Plan area. This report estimates the assessed value, projected tax increment, and impacts likely to be generated by this development.

Development Assumptions

The Bluffs Urban Renewal Plan is expected to attract a new mixed-use development to the project area. This development is expected to yield for rent housing with a small commercial component. The development would align with the City's R-5 zoning district in terms of density and use.

The development is requesting assistance from the Pueblo Urban Renewal Authority to help make the project feasible. Locating the project within an Urban Renewal Plan area can provide incentives, such as tax increment financing. The public private partnership between the developer and PURA could also yield a higher and better use for the property, one that advances community needs.

This impact report analyzed the development's proposed pro-forma to evaluate future assessed value, tax increment generation, and impacts on partnering tax entities. The development's pro forma forms the basis of this report's assumptions regarding the type, size, phasing, and value of development.

Pro-Forma Analysis

- **Type of Development** – The proposed development is a mixed-use project located on 3.14 acres within the City of Pueblo. The project will feature high-density, residential apartments, a small, retail commercial space, and parking. This mixed-use development aligns with the City's R-5 zoning district.
- **Size of Development** – The proposed development will be located on 3.14 acres within the City's R-5 zoning district. The developer is proposing 97 apartment units and 1,000

square feet of commercial retail space. Apartment units will include studios, 1 bedroom and 2-bedroom layouts. These layouts will range from 537 square feet to 1,038 square feet, averaging 783 square feet. The development will include 144 parking stalls to serve the residences and the commercial retail space.

- **Time of Development** – The proposed development is projected to acquire all necessary property and permits in 2022. The development should begin construction in 2023, with construction and a partial lease-up of the property occurring in 2024. The development is projected to stabilize in 2025. This report assumes that the finished development will be fully assessed in 2025 and begin generating increment in 2026.
- **Value of Development** – This report estimated the future value of development by evaluating the stabilized net operating income (NOI) and the capitalization (cap) rate at the time of stabilization. This value includes both the residential and commercial components of the development. This valuation is not an appraisal, but rather, it anticipates the probable assessed value of the property to more accurately project its property taxes. The proposed development is projected to stabilize in 2025. At that time, this report assumes a cap rate 25 basis points less than the developer's terminal, or "going out", cap rate of 5.5%. Using 5.25% as the cap rate and the development's expected NOI in 2025, this report estimates a market value of \$35,060,000³.

Tax Increment Financing Assumptions

As part of Statutory requirements, this report projected the estimated property and sales tax generation for future development within the Bluffs Urban Renewal Plan area. These projections are based on Pueblo County's 2022 certified assessments of property, DOLA's 2021 Annual Certification of Levies and Revenues, and the mill levies associated with the taxing entities present in the project area. The full list of taxing entities and their associated millage rates are tabulated below:

The Bluffs Urban Renewal Plan Mill Levies				
Note:		TIF Percentages are assumed to be 100% for the Impact Report		
60B District	Tax Entity	2022 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
	PUEBLO COUNTY	30.199	100%	30.199
	CITY OF PUEBLO	15.633	100%	15.633
	S.E.WATER CONSV DISTRICT	0.839	100%	0.839
	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	100%	1.503
	PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	100%	5.889
	SCHOOL DISTRICT 60	43.642	100%	43.642
	Total	97.705	100%	97.705

³ Estimate is rounded

This report assumes that all impacted taxing entities will pledge 100% of their millage rate to the Bluffs Pueblo Urban Renewal Project area. Property tax projections made by this report assume that the number of taxing entities, as well as their millage rates, will remain unchanged over the project's lifetime.

Tax Increment assumptions are also based on the above mill levies and assumes that the project area's starting **base value is \$7,760⁴**. This report projects that both the project base and all future development will appreciate at a rate pegged to inflation. This report assumes that the **inflation rate will average 3% biennially over the project's lifetime⁵**.

Sales Tax Assumptions

Colorado's Urban Renewal Law permits sales tax to be collected within urban renewal project areas to be leveraged for tax increment financing⁶. This report assumes that the City's sales tax rate is the only eligible sale tax for tax increment financing. The amount of sales tax that can be allocated to an urban renewal project is determined by calculating the amount of sales tax collected within the project area's boundary over the past 12 months. This is known as the sales tax base. Any increase over this base associated with new improvements within the project area is subject to negotiations between the municipality and the urban renewal authority over what portion of this increase can be paid out to fund urban renewal activities within the project area.

This report assumes that 100% of the City of Pueblo's sales tax generated by new improvements within the Bluffs Urban Renewal Plan area will be allocated to the Pueblo Urban Renewal Authority. All sales tax calculations are estimates that have been isolated to only include new retail space forecasted to develop within the Plan area. The City of Pueblo imposes a 3.7% sales tax rate on the purchase price paid or charged on retail services. However, only 0.7% of the City's sales tax rate is already allocated to special funds. These include the police tax and economic development tax. This report assumes that only 3% of the City's 3.7% sales tax rate will be eligible for tax increment financing.

The But-For Assumption

The final assumption made in this report is that all new development would not occur but for the Bluffs Urban Renewal Plan and the Pueblo Urban Renewal Authority. The goal of this urban renewal plan is to incentivize development through a variety of tools, TIF being just one example, where new investments manifest throughout the Plan area because of the Pueblo Urban Renewal Authority's efforts. All tax increment estimates must therefore be considered revenue that is generated because of the Pueblo Urban Renewal Authority's efforts to attract and facilitate redevelopment to the Plan area.

⁴ This base value has been adjusted to account for agriculturally assessed properties.

⁵ Colorado's Urban Renewal Law requires that the base assessment be reevaluated every two years within an urban renewal project area.

⁶ C.R.S. 31-25-107(9)(e)

3 Tax Increment Financing Summary

This Impact Report forecasted potential development throughout the Bluffs Urban Renewal Plan area over the next 25 years and projected its assessed value and taxable revenue. These projections were used to estimate the amount of property tax increment and sales tax increment that will be generated within the Plan area if the urban renewal project is successful. Development projections are based on the methodology outlined in Section 2 of this report.

Projected Assessment and Phasing

The assessed valuation for the proposed development was estimated by this report. All assessment projections assume that future appraisals utilize an income approach to determine the development's future value. This implies that both the residential and commercial uses will be valued according to the income they produce.

The Bluffs Urban Renewal Plan is expected to facilitate a new mixed-use development. This development is projected to be fully constructed, stabilized, and assessed by 2025, with tax increment first being generated in 2026. The Development will exhibit both commercial and residential uses. To accurately project the taxable value of this mixed-use development, the impact report projected an income-based assessment for both the multi-family and commercial spaces. The residential space is estimated to have a taxable value of \$2,485,340, whereas the commercial space is estimated to have a taxable value of \$87,000.

Property Tax TIF Projections

This Impact Report estimated the Bluffs Urban Renewal Plan's future TIF revenue over the next 25 years in accordance with C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5). These estimates determine the property tax revenue that is likely to be generated by the proposed developments within the Plan area. This tax revenue is assumed to be the result of the Pueblo Urban Renewal Authority's efforts to remediate blight and attract new investments within the Plan area.

Property tax TIF is estimated by comparing the Plan area's base value against its projected new improvement value. These assessed values each generate tax revenue based on the current millage rate of taxing entities within the Plan area. The base value's property tax revenue is not impacted by urban renewal projects. The new improvement's tax revenue, however, is the result of the urban renewal plan. That revenue is labeled as "increment". The property within the Bluffs Urban Renewal Plan area has a current assessed value of \$7,760⁷. This current assessed value is known as the **Base Value** in tax increment financing.

This report estimates that new improvements within the Bluffs Urban Renewal Plan area will amount to an additional \$2,572,340 in assessed value. This value is not generated at once but is instead phased in during construction, lease stabilization, and assessment.

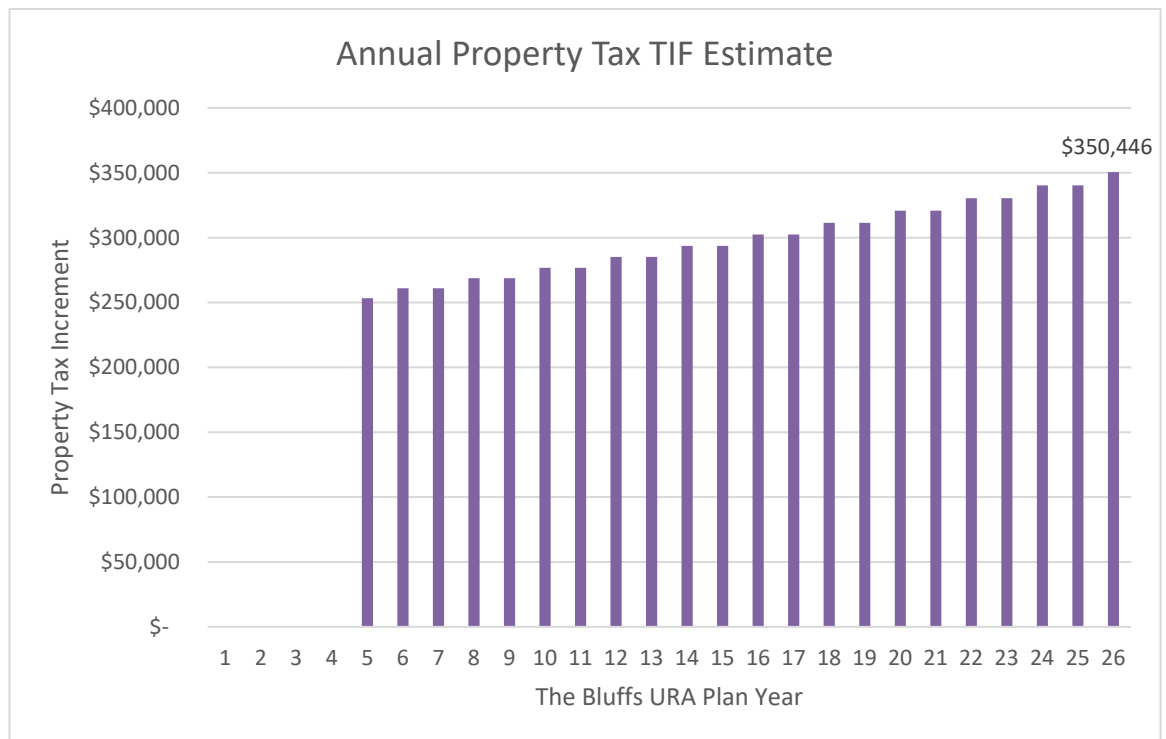
This report models new development according to the project's submitted pro-forma, market benchmarks, and Colorado assessment practices. It then applies the tax districts' millage rates to both existing and new improvements within the plan area. Tax revenue generated by new

⁷ Per Pueblo County Assessor Database

improvements is incremental revenue. These revenues can be utilized by the Pueblo Urban Renewal Authority for urban renewal activities within the Plan area.

The Bluffs Urban Renewal Plan TIF Projections

Property TIF Estimates ⁸				
Base Value of Plan Area			\$7,760	
Total New Improvement AV			\$	2,572,340
Total TIF Revenue			\$	6,584,000
Annual TIF Revenue (25-Year Average)			\$	259,000
Tax District Estimates		Total Estimated Property Tax TIF		
Tax District 60B		\$	6,584,000	
		Estimated Tax Increment (25 Years)		
Tax Entity Fund ⁹	Millage Rate	Tax District 60B		
PUEBLO COUNTY	30.199	\$	2,035,000	
CITY OF PUEBLO	15.633	\$	1,053,000	
S.E.WATER CONSV DISTRICT	0.839	\$	56,000	
LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	\$	101,000	
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	\$	396,000	
SCHOOL DISTRICT 60	43.642	\$	2,940,000	
TURKEY CREEK CD	0		\$ -	\$ -



⁸ Estimates have been rounded

⁹ The Pikes Peak Metro District has been excluded for the purposes of this report.

Sales Tax TIF Projections

Colorado's Urban Renewal Law permits Urban Renewal Authorities to collect sales tax as a source of incremental taxable revenue. This report assumes that the Bluffs Urban Renewal Plan will utilize sales tax revenue as a potential source of TIF revenue.

This analysis estimated potential sales tax generation by first estimating the amount new commercial square footage generated throughout redevelopment. This analysis then compared the City of Pueblo's existing commercial square footage to its annual sales tax collections. This helped determine an average sales per square foot multiplier.

This analysis estimates that all new commercial space will generate approximately \$250 per SF per year. The summary of these inputs and their estimated sales tax generation are listed in the table below.

New Retail Space (25-Years)		1,000 SF
TIF Eligible Sales Tax Rate		3%
Estimated Sales Per SF		\$ 250.00
Estimated Sales Tax Increment (Gross)		\$ 165,000
Estimated Sales Tax Increment (Annual Average)		\$6,000 ¹⁰
Percent of Annual Sales Tax Collections (City)		0.009%

This report estimates that the Bluffs Urban Renewal Plan will generate an additional 1,000 square feet of retail space over the next 25-years. Using an estimated sales per square of \$250 PSF and phasing retail commercial development over the next 25 years, this amount space of equates to \$165,000 in gross sales tax increment. Annually, this equals an average of \$6,000 in sales tax TIF collected. For comparison, the City of Pueblo is budgeting for \$70,604,105 in general sales tax (3% rate) in 2023. This means that projected retail development in the Bluffs Urban Renewal Plan area should increase the City's sales tax collections by 0.009% annually. This estimate does not include State Sales Tax collections or County Sales Tax collections.

¹⁰ Rounded

4 Taxing Entity Impacts

Assessing an Urban Renewal Plan's impacts on partnering taxing entities requires careful consideration of the revenue, services and infrastructure needed achieve that plan's goals. These impacts also need to consider the purpose of the Urban Renewal Plan. In addition to remediating blighting conditions, an Urban Renewal Plan typically is designed to bring about a public good, either in the form of a public amenity or infrastructure, or a specific type of development. The Bluffs Urban Renewal Plan area is designed to facilitate a mixed-use development; one that would align with the City's zoning district, create a higher and better use of currently vacant and underutilized land, and add much needed housing stock within City limits.

The proposed development's benefits need to be weighed against the possible fiscal impacts caused by the Urban Renewal Plan on partnering taxing entities. Conversely, partnering taxing entities need to demonstrate an undue impact caused by the Urban Renewal Plan to justify withholding tax revenue that the Pueblo Urban Renewal Authority generated through its renewal efforts.

Statutory Impacts

C.R.S. 31-25-107(3.5)I-V) lists requirements for Urban Renewal Impact Reports to evaluate potential impacts on effected taxing entities. The statute requires that the report examine County impacts in particular, stating the following:

- An estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- Any other estimated impacts of the urban renewal project on county services and revenues.

This section will answer these requirements directly about the Bluffs Urban Renewal Plan's impacts to Pueblo County. This report will also address the impacts to the Pueblo School District 60 and the City of Pueblo.

Assessed Value Comparison

The Bluffs Urban Renewal Plan is located within one taxing district: 60B. Tax district 60B's levy is 97.705 mills¹¹. The 60B tax district includes the following taxing entities: Pueblo County, the City of Pueblo, the Southeast Water Conservation District, the Lower Arkansas Valley Water Conservation District, the Pueblo City-County Library District, and the Pueblo School District 60¹².

¹¹ According to the Department of Local Affairs' 2021 Certification of Mill Levies and Revenues.

¹² The Pueblo School District 60 Bond Mill Levy is subsumed under the School District.

The table below illustrates the total assessed value (AV) of property currently within each taxing entity the collects a property tax. The Plan area's estimated incremental assessed value is also included as a percentage of each tax districts AV.

Total Assessed Value							
The Bluffs UR Plan Incremental Assessed Value	City of Pueblo	Pueblo County	School Dist 60 General	School Dist 60 Bond Redemption	Pueblo City- County Library District	SE Colo Water Conserv	Lower Ark Valley Water Cons
\$2,564,580	\$1,267,729,208	\$2,162,100,442	\$1,267,729,208	\$1,267,729,208	\$2,162,100,442	\$1,947,244,469	\$1,461,531,782
<i>Percent of Taxing District</i>	0.2%	0.1%	0.2%	0.2%	0.1%	0.1%	0.2%
Commercial/Industrial/Vacant Assessed Value							
The Bluffs UR Plan Incremental Assessed Value	City of Pueblo	Pueblo County	School Dist 60 General	School Dist 60 Bond Redemption	Pueblo City- County Library District	SE Colo Water Conserv	Lower Ark Valley Water Cons
\$87,000	\$360,565,500	\$647,553,946	\$384,788,440	\$384,788,440	\$647,553,946	\$571,791,604	\$454,439,740
<i>Percent of Taxing District</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Residential Assessed Value							
The Bluffs UR Plan Incremental Assessed Value	City of Pueblo	Pueblo County	School Dist 60 General	School Dist 60 Bond Redemption	Pueblo City- County Library District	SE Colo Water Conserv	Lower Ark Valley Water Cons
\$2,485,340	\$425,132,064	\$920,438,152	\$518,520,843	\$518,520,843	\$920,438,152	\$848,622,481	\$920,438,152
<i>Percent of Taxing District</i>	0.6%	0.3%	0.5%	0.5%	0.3%	0.3%	0.3%

Pueblo County

Revenue Impacts

The Bluffs Urban Renewal Plan is expected to use Tax Increment Financing to help remediate blight and attract new investment to the project area. The use of future property tax could have an impact on the County's revenues, which is explored in this section.

Pueblo County issues a mill levy of 30.199 on property. This mill levy is a major revenue source for the County's operations and funds. According to the Pueblo County 2022 Budget, taxes (which includes property, sales, use, excise, and specific ownership tax) account for 30% of its total revenue collected. Last year these taxes amounted to \$116 million in revenue and helped to fund most of the County services to residents.

According to Pueblo County's OpenGov website, the total revenue collected in 2021 equaled \$240,723,797. Property tax accounted for 23.5% of the total revenue that year, or \$56,512,423 in property tax collected. To quantify potential revenue impacts to the County, this report compared the projected annual property tax revenue within the Bluffs Urban Renewal Plan area to the County's property tax revenue. Projected property tax revenue is derived from new improvements in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Bluffs Urban Renewal Plan area's annual property tax TIF per the County's millage rate and compared it as a percentage to total revenue collections. The Bluffs

Urban Renewal Plan area's **property tax increment** generated at the County's 30.199 millage rate **will account for 0.14% of Pueblo County's annual revenue collections.**

Pueblo County	2021 Property Tax Revenue (Actual)	Plan Area Estimated Property Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	\$ 56,915,720	\$ 78,279	0.14%

The Bluffs Urban Renewal Plan is expected to last 25-years. Over that time, the new improvements incentivized by this Plan and the Pueblo Urban Renewal Authority will begin to accumulate incremental property tax revenue. The incremental property tax represents a revenue stream that can be remitted to the Pueblo Urban Renewal Authority via TIF agreement in support of its remediation and redevelopment efforts in the Bluffs Urban Renewal Plan area. This report estimates that new improvements within the Plan area account for \$2,035,254 in property tax TIF at the County's mill levy over 25-years.

The Bluffs Urban Renewal Plan is not expected to generate significant revenue impacts on Pueblo County's General Fund. The Plan area's new development accounts for only 0.14% of the County's annual property tax revenue collections. The Bluffs Urban Renewal Plan will alleviate blight and facilitate new mixed-use development without significantly detracting from the County's expected revenues. **This report does not find a negative revenue impact caused by the Bluffs Urban Renewal Plan.**

Infrastructure and Service Impacts

The Bluffs Urban Renewal Plan area is located within the City of Pueblo. Future development will be served by City-owned roads and central water and sewer services. Residents generated by this development will also be served by City services, such as City of Pueblo Police. This development will not require new County infrastructure, nor it would it require additional County services.

County Impact Conclusion

This report concludes that the Bluffs Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County revenue, infrastructure or services.

Pueblo School District 60

Revenue Impacts

The Pueblo School District 60 is the taxing entity that levies the largest millage rate within the Bluffs Urban Renewal Plan area. The Pueblo School District 60 millage rate is 43.642. The School District is therefore an important partner to the Pueblo Urban Renewal Authority and vulnerable to the Plan's tax increment financing impacts.

According to the FY 2023 adopted budget, the Pueblo School District 60 collected \$126,258,830 in total program funding. Property tax revenue accounted for 26.81%, or \$33,851,404 of that total. The following table compares these annual tax revenues with the estimated annual incremental property tax revenue generated by the Bluffs Urban Renewal Plan area.

The Bluffs Urban Renewal Plan Impacts			
Pueblo School District 60 Fund	2022 Property Tax Revenue	Estimated Property Tax TIF (Annual Average)	Percent of Total
Total	\$ 33,851,404	\$ 71,184	0.21%

The Bluffs Urban Renewal Plan is not expected to generate a significant impact to the school district's annual revenue. This report estimates that future incremental tax revenue amounts to only 0.21% of the School District's total property tax revenue. Property tax revenue is only 26.81% of the School District's total revenue, meaning that the Bluffs Urban Renewal Plan's incremental property tax TIF represents 0.06% of all revenue.

Student Population Generation

The Bluffs Urban Renewal Plan is projected to generate residential and commercial development over the next 25-years. The commercial development will create a negligible impact on the school district. However, residential development leads to additional households and students. This report forecasted potential student generation to quantify that impact.

The Pueblo School District 60 is within the City of Pueblo. The table below summarizes City's demographic data¹³. These estimates, including household size and students per household, were used to estimate the number of students the Bluff Urban Renewal Plan could generate over the next 25 years.

Estimated Population Generation	
Pueblo (City) Total Population	111,893
Household Population	108,691
Number of Households	45,704
Persons Per Household	2.38
Number of Students (District 60)	15,134
Students Per Household	0.33
<u>The Bluffs Urban Renewal Plan Development Projections</u>	
Projected Residential Units	97
Projected Population	231
Projected Students	76

The addition of 76 students over the next 25 years represents 0.5% of the current student population. According to Colorado's Department of Education, the school district has lost 12.52% of its pupil membership over the last 5-years, or 2,165 students. An additional 76 students generated by redevelopment within the Bluffs Urban Renewal Plan is not a significant impact to the school district. In fact, it could help to reverse an ongoing decline of pupil membership within the Pueblo City 60 school district.

¹³ Colorado State Demographer's Office 2020 County Population and Pupil Counts.

School District Impact Conclusion

The Bluffs Urban Renewal Plan is not likely to generate significant adverse impacts on Pueblo City School District 60. The estimated student generated by the plan will not significantly raise its pupil membership and may even help to offset a 5-year decline. Its fiscal impacts are also minimal, as projected property tax TIF represents only 0.21% of the district's annual property tax revenue.

City of Pueblo

Revenue Impacts

The Bluffs Urban Renewal Plan is located within the City of Pueblo. All future development will require City infrastructure and services, and therefore will have a direct impact on the City. This report analyzed the City's adopted 2023 Budget to determine the Bluffs Urban Renewal Plan's impact on the City's revenues and infrastructure.

The City of Pueblo issues a mill levy of 15.63 on property. Property tax represents a significant revenue source for the City's budget. According to the adopted 2023 budget, the City of Pueblo projects \$117,373,313 in total revenue. Property taxes are expected to account for 17.26% of this revenue, or \$2,035,254.

This Report projected the Bluffs Urban Renewal Plan area's annual property tax TIF per the City's millage rate and compared it as a percentage to the City's total revenue collections. The Bluffs Urban Renewal Plan area's **property tax increment** generated at the City's 15.63 millage rate **will account for 0.2% of Pueblo's annual revenue collections.**

City of Pueblo	2023 Property Tax Revenue (Budgeted)	Plan Area Estimated Property Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	\$ 20,261,090	\$ 40,522	0.2%

The Bluffs Urban Renewal Plan is not expected to generate significant revenue impacts on Pueblo County's General Fund. The Plan area's new development accounts for only 0.2% of the City's annual property tax revenue collections. The Bluffs Urban Renewal Plan will alleviate blight and facilitate new mixed-use development without significantly detracting from the City's expected revenues. **This report does not find a negative revenue impact caused by the Bluffs Urban Renewal Plan.**

Infrastructure and Service Impacts

The Bluffs Urban Renewal Plan area is located within the City of Pueblo. Future development will be served by City-owned roads and central water and sewer services. Residents generated by this development will also be served by City services, such as City of Pueblo Police. Although this is a direct impact to City services and infrastructure, this report does not find the impact to be significant. The proposed development is located in the City's R-5 zone, which allows for higher density multi-family and mixed-use development. The plan is forecasted to generate 231 new residents once completed. This is only 0.2% of the City's current population and is not likely to trigger any adverse impacts.

City Impact Conclusion

This report concludes that the Bluffs Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County revenue, infrastructure or services.

Impact Summary on Taxing Entities

This report did not find any substantial fiscal impacts to the taxing entities effected by the Bluffs Urban Renewal Plan. The projected assessed value and property tax increment of the Plan amounts to a small percentage of each taxing entities budget.

The Plan will not create fiscal, infrastructure or service burdens on the County. The proposed development will not require new County owned infrastructure or services and is located within the City of Pueblo's municipal limits. The proposed development's incremental revenues represent less than 1% of the County annual property tax collections.

The Plan will not create negative fiscal impacts to the Pueblo City School District 60, as it only represents 0.21% of its annual property tax revenue. The proposed development is mixed-use, and its residential component will generate new students. However, even after full build-out the development is projected to only increase the current pupil membership of the School district by 0.5%. This increase in pupil membership is not significant enough to trigger impacts such as capital improvements or new staff hirings. It may also help to offset the district's 5-year decline in pupil membership.

The Plan will not create negative fiscal impacts to the City of Pueblo. The Plan is expected to generate approximately \$40,522 annually in property tax TIF at the City's mill levy. This amount is unlikely to trigger negative financial burdens for the City.

Although not directly analyzed, the taxing entities such as the Regional Library District and the Water Conservancies are not likely to incur any negative impacts from this Urban Renewal Project. The proposed development represents less than 0.3% of each district's total assessed value, making the development insignificant in comparison to their current tax rolls.

The following table outlines the estimated property tax revenue that will be generated within the plan area for each taxing entity. Generating significant tax increment may prove more troublesome than ensuring that taxing entities receive adequate base revenues, which is why this report recommends that each taxing entity agree to allocate 100% of their potential tax increment revenue to the Pueblo Urban Renewal Authority in support of the Bluffs Urban Renewal Plan.

The Bluffs Urban Renewal Plan

TIF Summary Table, 25-Year Total

Tax Increment Financing Analysis		
		Estimated Tax Increment (25 Years)
Tax Entity Fund	Millage Rate	Tax District 60B
PUEBLO COUNTY	30.199	\$ 2,035,000
CITY OF PUEBLO	15.633	\$ 1,053,000
S.E.WATER CONSV DISTRICT	0.839	\$ 56,000
LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	\$ 101,000
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	\$ 396,000
SCHOOL DISTRICT 60	43.642	\$ 2,940,000
25 Year Total		\$ 6,584,000

Impact Report Appendix

Appendix A

Tax Increment Financing Pro Forma

The Bluffs URA Plan																													
Combined Annual Proforma		Land Development Period		Vertical Construction Period		Stabilization		1st Assessment																					
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047		
Absorption Schedule																													
Total Units		0	0	0	0	97	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Project Assessed Value																													
Total AV (Actual Value)		\$ -	\$ -	\$ -	\$ -	\$ 35,360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project Taxable Value																													
Residential Ratio		7.15%																											
Commercial Ratio		29%																											
Residential Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ 2,506,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Commercial Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ 87,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project Assessed Value (Taxable Value)		\$ -	\$ -	\$ -	\$ -	\$ 2,593,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Estimated Increment																													
Annual NET AV (Assessed Value)		\$ -	\$ -	\$ -	\$ -	\$ 2,593,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Inflation Factor		3%																											
Total NET AV (Inflation Adjusted)		\$ -	\$ -	\$ -	\$ -	\$ 2,593,790	\$ 2,671,604	\$ 2,671,604	\$ 2,751,752	\$ 2,751,752	\$ 2,834,304	\$ 2,834,304	\$ 2,919,334	\$ 2,919,334	\$ 3,006,914	\$ 3,006,914	\$ 3,097,121	\$ 3,097,121	\$ 3,190,035	\$ 3,190,035	\$ 3,285,736	\$ 3,285,736	\$ 3,384,308	\$ 3,384,308	\$ 3,485,837	\$ 3,485,837	\$ 3,590,412		
Estimated Base																													
Existing Taxable Value		\$ 7,760	\$ 7,993	\$ 7,993	\$ 8,233	\$ 8,233	\$ 8,480	\$ 8,480	\$ 8,734	\$ 8,734	\$ 8,996	\$ 8,996	\$ 9,266	\$ 9,266	\$ 9,544	\$ 9,544	\$ 9,830	\$ 9,830	\$ 10,125	\$ 10,125	\$ 10,429	\$ 10,429	\$ 10,742	\$ 10,742	\$ 11,064	\$ 11,064	\$ 11,396		
Inflation Factor		3%																											
Incremental Taxable Value		\$ -	\$ (233)	\$ (233)	\$ (473)	\$ 2,593,317	\$ 2,670,884	\$ 2,670,884	\$ 2,750,778	\$ 2,750,778	\$ 2,833,068	\$ 2,833,068	\$ 2,917,828	\$ 2,917,828	\$ 3,005,130	\$ 3,005,130	\$ 3,095,051	\$ 3,095,051	\$ 3,187,670	\$ 3,187,670	\$ 3,283,067	\$ 3,283,067	\$ 3,381,326	\$ 3,381,326	\$ 3,482,533	\$ 3,482,533	\$ 3,586,776		
Project Sales Tax																													
Annual Sales Per SF		\$250																											
Retail SF		-	-	-	-	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Sales Tax %		3%																											
Total Retail SF		-	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		
Estimated Annual Sales Tax		-	-	-	-	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500		
The Bluffs TIF Estimates		Plan Yr -->																											
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26		
Property Tax																													
Total Incremental Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ 2,593,317	\$ 2,670,884	\$ 2,670,884	\$ 2,750,778	\$ 2,750,778	\$ 2,833,068	\$ 2,833,068	\$ 2,917,828	\$ 2,917,828	\$ 3,005,130	\$ 3,005,130	\$ 3,095,051	\$ 3,095,051	\$ 3,187,670	\$ 3,187,670	\$ 3,283,067	\$ 3,283,067	\$ 3,381,326	\$ 3,381,326	\$ 3,482,533	\$ 3,482,533	\$ 3,586,776		
TIF Mill Levy		97.70%																											
Annual TIF Estimate		\$ -	\$ -	\$ -	\$ -	\$ 253,380	\$ 260,959	\$ 260,959	\$ 268,765	\$ 268,765	\$ 276,805	\$ 276,805	\$ 285,086	\$ 285,086	\$ 293,616	\$ 293,616	\$ 302,402	\$ 302,402	\$ 311,451	\$ 311,451	\$ 320,772	\$ 320,772	\$ 330,372	\$ 330,372	\$ 340,261	\$ 340,261	\$ 350,446		
Discount Rate		6%																											
NPV		\$2,758,960																											
Sales Tax																													
Retail SF		-	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		
Estimated Annual Sales Tax		\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500		
Sales Tax TIF %		100%																											
Estimated Sales Tax TIF		\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500		
Discount Rate		6%																											
NPV		\$71,535																											



Building a Better World for All of Us[®]

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

[Join Our Social Communities](#)



AMENDED AND RESTATED REDEVELOPMENT AND REIMBURSEMENT AGREEMENT
(Bluffs Opportunity Zone Business, LLC - The Bluffs Urban Renewal Project)

1.0 PARTIES. The parties to the Agreement dated the ____ day of _____, 2024 (the “Agreement”) are the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”) and BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, a Colorado limited liability company (the “Developer”). The Authority and the Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

2.0 RECITALS. The Recitals to the Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 Capitalized Terms and Exhibits. Unless otherwise indicated, all capitalized terms used in this Agreement are defined in Section 4.0. The following Exhibits are incorporated in and made a part of this Agreement for all purposes.

Exhibit A. Description of the Property.

Exhibit B. Development Proposal.

Exhibit C. Eligible Costs and Eligible Improvements.

2.2 The Urban Renewal Plan. On or about March 12, 2024, the City Council of the City of Pueblo, Colorado (the “City”) will consider approving the Bluffs Phase 1 Urban Renewal Plan (the “Plan”), which Plan is being carried out by the Authority in cooperation with the City and in furtherance of the objectives of the Colorado Urban Renewal Law (the “Act”).

2.3 The Property and Development Plan. The Developer proposes to acquire the property described in Exhibit A (the “Property”) for the purpose of redeveloping the Property substantially in accordance with the development proposal described in Exhibit B (the “Development Proposal”) and the provisions of this Agreement. The Developer’s motivation to acquire the Property and submission of its proposal for redevelopment are directly related to inclusion of the Property within the Urban Renewal Area. All actions by the Parties related to changes in zoning, land use, platting, design and installation of public improvements (including utilities), the Developer’s agreements with the City required to carry out the Development Plan, the financing obligations of the Parties, and all other activities and undertakings described in this Agreement and related agreements with the City and other entities are intended to carry out the Urban Renewal Project in accordance with the Act and the Plan.

2.4 Purpose. This Agreement is part of the Urban Renewal Project contemplated by the Act and the Plan and may be submitted to the Pueblo County Assessor by the Authority as evidence of a direct relationship between the Authority’s redevelopment efforts and the receipt of property tax allocation revenues described in Section 31-25-107(9) of the Act. The purpose of this Agreement is to : (a) combat, prevent, and eliminate conditions of blight in the Urban Renewal Area and otherwise implement and further the purposes of the Act and the Plan; (b) further the policy of the City to provide or preserve gainful employment for citizens of the City; (c) increase the supply of available housing in the City as part of the undertakings and activities required to carry out the Urban Renewal Project; (d) develop, construct, preserve, and improve the quality of public and private improvements in the Urban Renewal Area; (e) afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise; and (f) redevelopment of the Property by facilitating the construction of the Improvements. Such Improvements are expected to further the purposes and goals of the Plan and Urban Renewal Project.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement.

4.0 DEFINITIONS. Unless a different meaning clearly appears from the context, the following definitions apply to capitalized terms in this Agreement.

“Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes.

“Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to the Agreement unless otherwise qualified.

“Authority” means the Party identified in Section 1.0, and its successors and assigns.

“Base Value” means the base assessed value of taxable property in the Urban Renewal Area for determining Pledged Property Tax Increment Revenue each year during the Term as calculated and adjusted by the Pueblo County Assessor in accordance with the Act and applicable regulations of the Property Tax Administrator of the State of Colorado.

“Certificate of Occupancy” shall have the same meaning as set forth in the Pueblo Municipal Code.

“City” means the City of Pueblo, Colorado.

“Commence Construction” or “Commencement of Construction” means the visible commencement by the Developer of actual physical construction and operations on the Property for the erection of the Improvements, without limitation, obtaining all required permits and licenses and installation of a permanent required construction element, such as a caisson, footing, foundation or wall.

“Complete Construction” and “Completion of Construction” mean (a) for the Private Improvements, the issuance of a Certificate of Occupancy by the City so that the Private Improvements described in such certificate may open for permanent occupancy and utilization for their intended usage; (b) for the Public Improvements construction acceptance by the City (or other entity having jurisdiction), subject to conditions of maintenance and warranty.

“Default” means a default or breach of this Agreement as set forth in Section 11.0.

“Developer” means the Party identified in Section 1.0 and any successor or assign approved in accordance with Section 6.6.

“Development Proposal” means, as a necessary part of the Urban Renewal Project, the concept for redevelopment of the Property and construction of the Improvements described in Exhibit B.

“Eligible Costs” means the reasonable certified and approved costs of the Eligible Improvements paid by the Developer for the Eligible Improvements, including reasonable soft costs but not to exceed \$7,859,673 plus interest as follows: To the extent that Developer pays any Eligible Costs, interest reimbursed by the Authority under this Agreement on such payment of Eligible Costs shall commence to accrue on the amount of any such payment by the Developer as of the date such certified Eligible Costs are approved by the Authority in accordance with Section 6.3 and continue on any unreimbursed amounts during the Term. Unless otherwise approved in writing by the Authority, interest payable to or on behalf of the Developer on any such payment of Eligible Costs shall accrue

as simple interest at a fixed rate of 7%. Notwithstanding the foregoing, the Authority shall at all times during the Term have the unqualified right to issue bonds or other debt to pay such such certified and approved Eligible Costs on terms and conditions as it may deem to be in the public interest.

“Eligible Improvements” means those improvements listed in Exhibit C the Eligible Costs of which are to be reimbursed to the Developer under this Agreement.

“Improvements” mean all the improvements that the Developer is required to construct under this Agreement.

“Party” or “Parties” means the Authority or the Developer or both and their successors and assigns.

“Plan” means the urban renewal plan described in Section 2.2.

“Pledged Property Tax Increment Revenue” means eighty-eight percent (88%) of the amount of property tax increment revenue allocated to and received by the Authority each year during the Term in accordance with Section 31-25-107 (9)(a)(II) of the Act from the ad valorem tax levy of the taxing bodies that levy in the Urban Renewal Area in excess of the Base Value but not including (a) any offsets or reserve funds required to pay taxpayer refunds by Sections 31-25-107(9)(a)(III) and 107(9)(b) of the Act and (b) any administration and collection fees charged by the Pueblo County Assessor or Treasurer.

“Private Improvements” means those improvements constructed on the Property that are subject to the imposition of ad valorem property taxes that produce Tax Increment Revenue.

“Property” means the real property described and depicted in Exhibit A.

“Public Improvements” means the public improvements required to serve the Property and Private Improvements and dedicated or otherwise transferred to the City or other public entity for operation and maintenance.

“Reimbursement Obligation” means the obligation of the Authority to reimburse the Developer for Eligible Costs from the Pledged Property Tax Increment Revenue during the Term in accordance with this Agreement, including Section 7.0.

“Special Account” means the account established by the Authority into which shall be deposited the Pledged Property Tax Increment Revenue when and as received by the Authority.

“Special Fund” means the fund described in Section 107(9)(a) of the Act into which the Authority will deposit the property tax increment revenue paid to the Authority by the Pueblo County Treasurer from the Urban Renewal Area during the Term.

“Term” means the first to occur (a) payment of the Reimbursement Obligation, or (b) for Pledged Property Tax Increment Revenue, expiration of the time the Authority is authorized to receive that revenue pursuant to the Act and the Plan.

“Urban Renewal Area” means all the area of real property, including public right of way within the boundaries described and delineated in the Plan.

“Urban Renewal Project” shall have the same meaning as described in the Act and the Plan. All activities and undertakings pursuant to this Agreement are part of and in furtherance of the Urban Renewal Project.

5.0 CONDITIONS PRECEDENT. This Agreement and the respective obligations of the Parties under this Agreement are conditioned upon the following events, each of which must be satisfied or waived by both Parties on or before the date specified for each event.

5.1 Approval of the Plan. The City Council must approve the Plan on or before April 1, 2024.

5.2 Acquisition of the Property. The Developer must be able to complete acquisition of the Property on terms and conditions satisfactory to the Developer on or before April 1, 2024.

5.3 Developer Financing. The Developer must be able to obtain the Developer Financing in accordance with Section 6.1 on or before December 31, 2024.

5.4 Approvals and Permits. After commercially reasonable attempts to do so, the Developer must obtain all required approvals and permits and shall Commence Construction of the Improvements on or before December 31, 2024.

5.5 Failure of Conditions; Termination. If each and every of the foregoing conditions precedent have not been satisfied or waived in writing by the Parties on or before the respective dates (or any written extension of such dates executed by the Parties) listed for each event, either Party may terminate this Agreement by giving written notice to the other. Thereafter this Agreement will terminate and become null and void and of no effect within thirty (30) days after receipt of such notice of termination unless the Parties have otherwise agreed in writing. Upon such termination no action, claim or demand may be based on any term or provision of this Agreement, and each Party shall pay its own costs and expenses related to this Agreement. In addition, the Parties agree to execute a mutual release or other instruments reasonably required to effectuate and give notice of such termination and to accomplish the terms hereof.

6.0 OBLIGATIONS OF THE DEVELOPER. Unless this Agreement has been terminated in accordance with Section 5.4, the Developer shall have the following obligations under this Agreement.

6.1 Developer Financing. The Developer agrees to use commercially reasonable efforts to obtain the necessary financing to construct the Improvements on the Property (the “Developer Financing”) and obtain the Authority’s approval of such financing on or before December 31, 2024. It is agreed by the Parties that the Authority’s Reimbursement Obligation and the right of the Developer to receive payment of Eligible Costs when and as required is a necessary component of the Developer Financing. The Parties agree to cooperate with one another in obtaining the Developer Financing by providing one another with such information, certifications, assurances, opinions and by amending or modifying agreements, including this Agreement, as may be reasonably required in connection with such financing, provided, that neither Party shall be required to make amendments or modifications that substantially or materially change the rights or obligations of the Parties under this Agreement.

6.2 Construction of Improvements. All construction required by this Agreement shall comply with all applicable ordinances of the City. The Developer agrees to obtain all approvals required to obtain the required permits and Commence Construction of the Private Improvements on or before June 1, 2025 and Complete Construction or cause completion of the Improvements, including the Eligible Improvements, on or before December 31, 2026.

6.3 Cost Certification. Eligible Costs shall be documented and certified by the Developer as set forth in this Section 6.3. All applications for approval of Eligible Costs shall include a certification signed by the Developer’s general contractor and an authorized representative of the Developer. The certificate shall state that the information contained therein is true and accurate to the best of each individual’s information and belief and, to the

best knowledge of such individual, qualifies as Eligible Costs. Such submissions shall include copies of backup documentation supporting the listed cost items, including bills, statements, pay request forms from first-tier contractors and suppliers, conditional lien waivers, and copies of each check issued in payment of such costs. Such certification shall include a statement that the Eligible Costs included in the certificate were actually incurred and have not been previously reimbursed. Statements for certification and payment of Eligible Costs shall not include advance payments of any kind for unperformed work or materials not delivered and stored on the Property.

6.4 Insurance. At all times while the Developer is engaged in preliminary work on the Property or adjacent streets and during the period from the Commencement of Construction until Completion of Construction of the Improvements, the Developer shall carry, or cause its general contractor to carry, and, upon request, will provide the Authority with proof of payment of premiums and certificates of insurance as follows:

6.4.1 Builder's risk insurance (with a deductible not to exceed \$25,000.00) in an amount equal to 100% of the replacement value of the Improvements at the date of Completion of Construction;

6.4.2 Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) and umbrella liability insurance with a combined single limit for both bodily injury and property damage of not less than \$1,000,000.00. Such insurance may carry a deductible in an amount not to exceed \$10,000.00 per claim for property damage and \$10,000.00 per claim for employee benefits;

6.4.3 Worker's compensation insurance, with statutory coverage, including the amount of deductible permitted by statute.

All such insurance policies shall be issued by responsible companies selected or approved by the Developer, subject to the reasonable Approval of the Authority and the City. The Developer shall deliver to the Authority and the City policies or certificates evidencing or stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and to the Authority and the City at least 30 days before the date the cancellation or modification becomes effective and shall name the Authority and the City as additional insureds, specifying that the insurance shall be treated as primary insurance.

6.5 Indemnification. The Developer will defend, indemnify, assume all responsibility for and hold harmless the City, the Authority, members of City Council, Authority Board members, and their officers and employees (including, without limitation, for attorney fees and costs) from all claims or suits for and damages to property and injuries to persons, including accidental death, that may be caused by any of the construction activities under this Agreement, whether such activities are undertaken by the Developer or anyone directly or indirectly employed by or under contract to the Developer and whether such damage shall accrue or be discovered or after termination of this Agreement.

6.6 Damage Repair. Notwithstanding any language in any agreement to the contrary, prior to Completion of Construction of the Improvements, the Developer shall repair any damage to improvements, including public improvements located outside of the boundary lines of the Property, caused by the Developer (or contractors, agents, employees, or other parties acting for or on the behalf of the Developer) during construction of the Improvements, including, without limitation, damage to public streets and rights of way. Damage must be identified or waived in writing by authorities having jurisdiction prior to approval by the Authority that Developer is eligible for a certificate of occupancy. The Developer shall not be deemed to have achieved Completion of Construction unless and until all such repairs have been completed and approved by the Authority, and the City.

6.7 Restrictions on Assignment and Transfer. Until Completion of Construction, the Developer shall not assign all or any part of or any interest in this Agreement or the Property or the right to receive the Pledged

Property Tax Increment Revenue, without the prior written approval of the Authority. Following Completion of Construction, the Developer is free to transfer or assign the Property and the right to receive the Pledged Property Tax Increment Revenue, together or separately, without the consent of the Authority. The granting of a mortgage by the Developer for purposes of financing the Completion of Construction shall not constitute an assignment or transfer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Approval of a transfer by the Authority shall not relieve the Developer of its obligations hereunder unless the Authority agrees in writing. The Authority shall not be obligated to approve any assignment or transfer that does not include transfer of all of the rights and responsibilities under this Agreement to a qualified transferee approved by the Authority.

6.8 Ad Valorem Property Taxes. The Parties agree that the Authority's willingness to enter into this Agreement is based on the projected assessed value of the Property after construction of the Private Improvements.

6.9 Access to Property. Prior the Completion of Construction, the Developer shall permit representatives of the Authority, and the City access to the Property and the Improvements at all reasonable times that they deem necessary for the purpose of carrying out or determining compliance with the Agreement, the Plan, or any City code or ordinance, including, without limitation, inspection of any work being conducted on thereon. No charge or compensation in any form will be payable for the access provided in this section, except that any party shall indemnify and hold harmless the Developer for any loss or damage or claim for loss or damage (including reasonable legal fees) resulting from any such entrance and inspection.

7.0 OBLIGATIONS OF THE AUTHORITY. The Reimbursement Obligation of the Authority is to reimburse the Developer for actual certified Eligible Costs of the Eligible Improvements from Pledged Property Tax Increment Revenue during the Term. Cost savings in one category of the list on Exhibit C may be applied to cost overruns in another category.

7.1 Special Account; Annual Payments. Subject to the provisions of this Agreement, during the Term, the Authority agrees to establish, make deposits of Pledged Property Tax Increment Revenue within ten (10) business days after receipt into and make disbursements from a separate account of the amounts required to make each year's Reimbursement Obligation payment (the "Special Account"). During the Term, the annual payments constituting that year's installment of the Reimbursement Obligation shall be due and payable on or before December 1 of each year. No interest of any kind shall be charged or paid as part of the Reimbursement Obligation.

7.2 Amounts Payable. During the Term, the Reimbursement Obligation shall be payable solely from Pledged Property Tax Increment Revenue as defined herein.

7.3 Nature of the Reimbursement Obligation. The Authority hereby irrevocably pledges the Pledged Property Tax Increment Revenue to payment of the Reimbursement Obligation. The Pledged Property Tax Increment Revenue, when and as received by the Authority shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The Authority shall transfer the amounts in the Special Account as specified in this Agreement. The Authority shall keep, maintain, and apply the Pledged Property Tax Increment Revenue as required to payment of the Authority's Reimbursement Obligation. The Authority's Reimbursement Obligation established by this Agreement is and shall be an obligation of the Authority pursuant to Section 31-25-107(9), C.R.S. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S., to this Agreement. Creation, perfection, enforcement and priority of the pledge of the Pledged Property Tax Increment Revenue as provided herein shall be governed by Section 11-57-208, C.R.S. and this Agreement. The lien of such pledge on the Pledged Property Tax Increment Revenue and the obligation to perform the contractual provisions made herein shall have priority over any of all other obligations and liabilities of the Authority with respect to the Pledged Property Tax Increment Revenue.

7.4 Books and Accounts. The Authority will keep, or cause to be kept, proper and current book and accounts in which complete and accurate entries shall be made of the amount of Pledged Property Tax Increment Revenue received by the Authority and the amounts deposited into and paid out from the Special Account.

7.5 Inspection. All books, records and reports (except those required by applicable law to be kept confidential) in the possession of the Authority relating to the Pledged Property Tax Increment Revenue, allocation of such revenue to the Special Account, including the books and records described in Section 7.4, shall at all reasonable times be open to inspection by the Developer.

8.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person, by prepaid overnight express mail or reputable overnight courier service, by certified mail or registered mail, postage prepaid return receipt requested, addressed to the Party to whom such notice is to be given at the address set forth in the signature page below, or at such other address as has been previously furnished in writing, to the other Party.

9.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

10.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, pandemics, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, that are beyond the control of such Party.

11.0 DEFAULT. Time is of the essence, subject to Section 10.0 above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any non-defaulting Party may seek any remedy available at law or in equity, including damages; provided, however, damages, if any, recoverable by the Developer shall be limited only to the amounts payable under this Agreement when and as received by the Authority. No special, consequential, or punitive damages shall be payable for any default under this Agreement.

12.0 SECTION CAPTIONS. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

13.0 ADDITIONAL DOCUMENTS OR ACTIONS. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

14.0 AMENDMENT. This Agreement may be amended only by an instrument in writing signed by the Parties.

15.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any Party.

16.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado and venue for any litigation shall be in the district court in and for Pueblo County, Colorado.

17.0 BINDING EFFECT. This Agreement shall insure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

18.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute by one and the same instrument.

19.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

20.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

21.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary.

22.0 DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open of the transaction of business.

23.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

24.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint ventures, and no Party shall be responsible for any debt or liability of any other Party.

25.0 NONLIABILITY OF OFFICIALS, AGENTS AND EMPLOYEES. No council member, board member, commissioner, official, employee, consultant, attorney or agent of the Authority or the City shall be personally liable to the Developer under the Agreement or in the event of any default or breach by the City or Authority or for any amount that may become due to the Developer under the Agreement.

26.0 CONFLICTS OF INTEREST. None of the following shall have any personal interest, direct or indirect, in the Agreement: A member of the governing body of the Authority or of the City; an employee of the Authority or of the City who exercises responsibility concerning the Plan or this Agreement. None of the above persons or entities shall participate in any decision relating to the Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

27.0 ANTIDISCRIMINATION. The Developer, for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in the Agreement and in the use and occupancy of the Property and the Improvements, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, disability, marital status, sexual orientation, ancestry, or national origin.

28.0 GOVERNMENTAL IMMUNITY. The Authority, its officers and employees are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., as amended, or otherwise available to the Authority and its officers and employees.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the day first above written.

ATTEST:

Secretary

THE PUEBLO URBAN RENEWAL AUTHORITY

Chairperson
115 E. Riverwalk, Suite 410, Pueblo, CO 81003

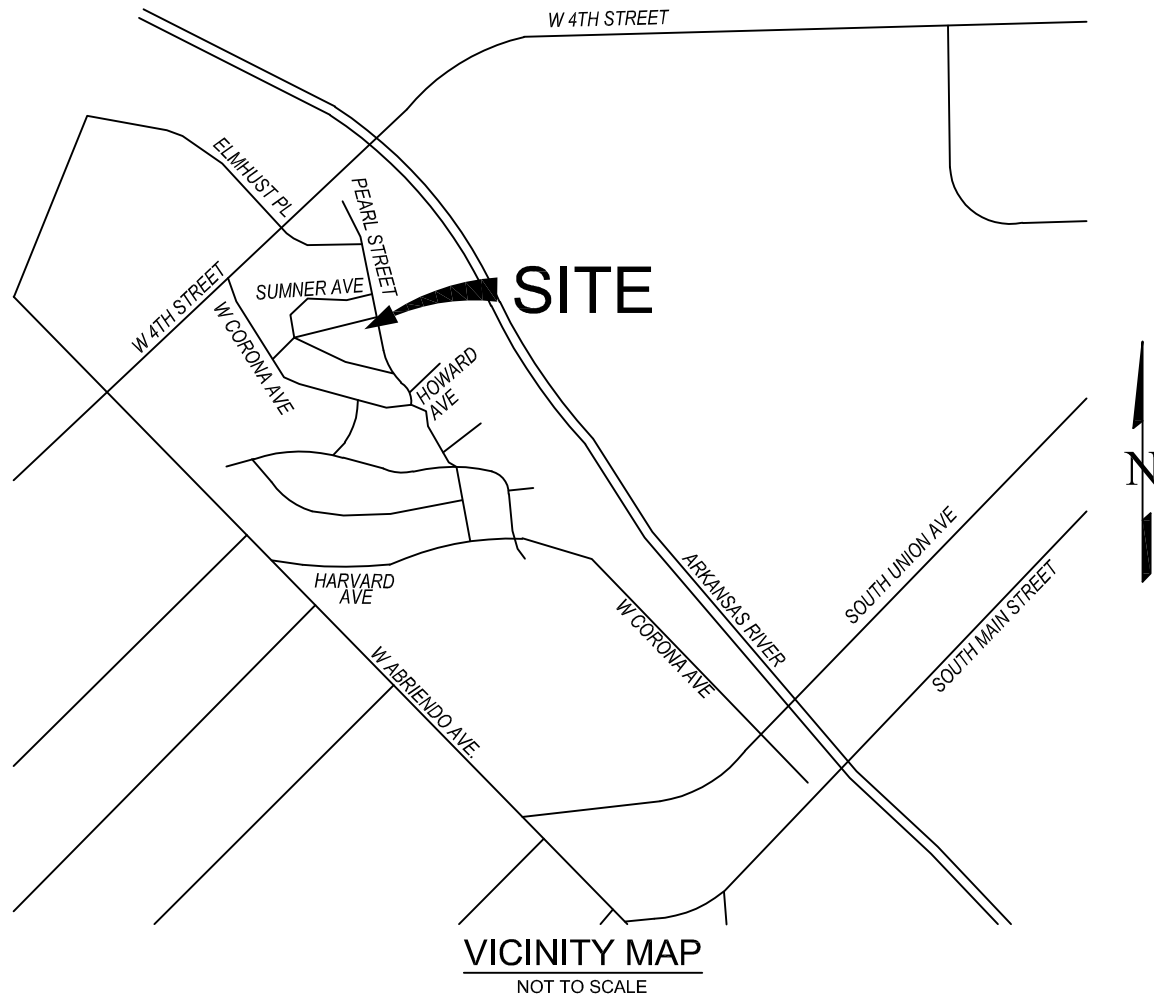
BLUFFS OPPORTUNITY ZONE BUSINESS, LLC

Title:
770 Locust Street, Denver, CO 80220

Exhibit A – Property Description

[Attach Rearrangement of Property Boundaries – RPB-22-08]

REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-08
A PORTION OF DELAVAN PLACE
BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



KNOW ALL MEN BY THESE PRESENTS:

BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

LEGAL DESCRIPTION:

HEREBY REQUESTS:

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE -FILE NO. 1741255, DATED JUNE 6, 2022)
LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24, BLOCK 4,
DELAVAN PLACE SUBDIVISION, EXCEPT THE SOUTH 13 FEET OF LOT 14 AND THE NORTH 17 FEET OF LOT 15, BLOCK 4, DELAVAN PLACE
SUBDIVISION, AS DESCRIBED IN WARRANTY DEED RECORDED MARCH 7, 2003 UNDER RECEPTION NO. 1489007, TOGETHER WITH THE
VACATED ALLEY IN BLOCK 4 ADJACENT TO SUBJECT LAND AND THE NORTHERN HALF OF BURDETTE AVENUE AS SHOWN IN ORDINANCE
NO. 1512 RECORDED MARCH 5, 1949 IN BOOK 1090 AT PAGE 101, RECEPTION NO. 835282.
COUNTY OF PUEBLO, STATE OF COLORADO

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE -FILE NO. 1717205, DATED APRIL 22, 2022)
THE SOUTH 13 FEET OF LOT 14 AND THE NORTH 17 FEET OF LOT 15, BLOCK 4, DELAVAN PLACE
COUNTY OF PUEBLO, STATE OF COLRADO

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE -FILE NO. 1717143, DATED MAY 24, 2022)
PARCEL A: (FILE NO. 1717143)
LOTS 1 TO 7, INCLUSIVE, BLOCK 5, DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL B: (FILE NO. 1717143)
LOT 6, BLOCK 6, DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL C: (FILE NO. 1717143)
LOTS 15, 16 AND 17, EXCEPTING THAT PORTION CONVEYED TO THE DENVER & RIO GRANDE
WESTERN RAILROAD COMPANY, A DELAWARE CORPORATION BY DEED RECORDED NOVEMBER 21,
1921 IN BOOK 529 AT PAGE 92, AND LOTS 18 TO 21, INCLUSIVE, BLOCK 2, DELAVAN PLACE, COUNTY
OF PUEBLO, STATE OF COLORADO.

PARCEL D: (FILE NO. 1717143)
LOTS 1 TO 4, INCLUSIVE, BLOCK 6 DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO.

VACATION OF RIGHT-OF-WAYS PER PUEBLO CITY ORDINANCE NO.10322,

EXCEPT THE RIGHT-OF-WAY DEDICATION, ORDINANCE NO. 15046.

A REARRANGEMENT OF PROPERTY BOUNDARIES AS SHOWN HEREON INTO PARCEL A.

OWNER:

THE AFOREMENTIONED, BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY BY DAVID
COPPERMAN, MANAGER, HAS EXECUTED THIS DOCUMENT ON THIS ____ DAY OF _____, 202__ A.D.

BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY, DAVID COPPERMAN, MANAGER

NOTARIAL:

STATE OF)
COUNTY OF) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 202__ A.D., BY DAVID
COPPERMAN, MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION
BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU
FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON
ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM
THE DATE OF THE CERTIFICATION SHOWN HEREON.

GENERAL NOTES:

- ALL REFERENCES HEREON TO DEPOSIT NUMBERS ARE PUBLIC DOCUMENTS FILED
IN THE RECORDS OF PUEBLO COUNTY, STATE OF COLORADO.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND
SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO
(2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- EDWARD-JAMES SURVEYING, INC. RELIED UPON PROPERTY INFORMATION BINDER
POLICY NO. PIB35058070.14009463, WITH AN EFFECTIVE DATE OF DECEMBER 02, 2021
AT 5:00 P.M. AND TITLE COMMITMENT ORDER NUMBER PBC35057910-2, WITH AN
EFFECTIVE DATE OF FEBRUARY 1, 2022 AT 5:00 P.M. , BOTH DOCUMENTS PREPARED
BY LAND TITLE GUARANTEE COMPANY. NUMBERS IN OUR COMMENTS
CORRESPOND TO THE NUMBERING SYSTEM USED IN SAID DOCUMENTS.
- LAST FIELD INSPECTION OF THIS SITE WAS ON MARCH 3, 2022.

APPROVAL:

THIS IS TO CERTIFY THAT THIS REARRANGEMENT OF PROPERTY BOUNDARIES TO ESTABLISH BUILDING SITES WAS APPROVED
BY THE SUBDIVISION REVIEW COMMITTEE OF THE CITY OF PUEBLO, STATE OF COLORADO, AND WILL BECOME EFFECTIVE UPON
RECORDATION WITH THE PUEBLO COUNTY CLERK AND RECORDER.

DATE: _____ BY: _____
DIRECTOR OF PARKS AND RECREATION DEPARTMENT

DATE: _____ BY: _____
DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

DATE: _____ BY: _____
DIRECTOR OF PUBLIC WORKS DEPARTMENT

DATE: _____ APPROVAL ATTESTED BY: _____
ADMINISTRATIVE OFFICIAL

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON
THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS
PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN JUNE OF 2022 TO NORMAL
STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF
COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS
STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

REVISIONS		DATE
NO.	DESCRIPTION	

EDWARD-JAMES SURVEYING, INC.	926 Elkton Drive Colorado Springs, CO 80907 Office: (719) 576-1216 Fax: (719) 576-1206	4732 Eagleridge Circle Pueblo, CO 81008 Office: (719) 545-6240 Fax: (719) 545-6247

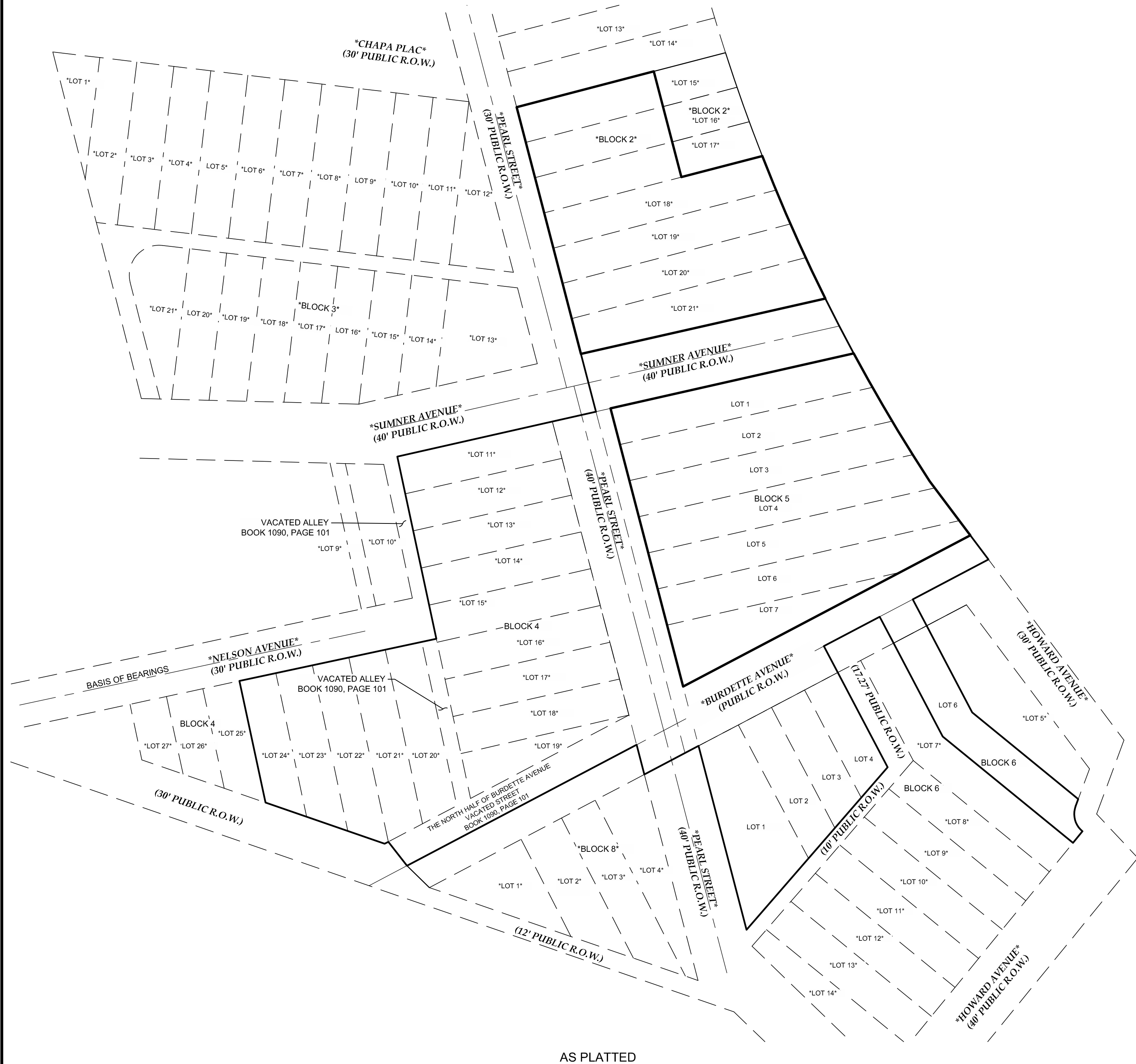
REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-08	
A PORTION OF DELAVAN PLACE BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO	

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 50'
JOB NO.	2299-00
DATE CREATED	6/28/22
DATE ISSUED	XX/XX/XX
SHEET NO	1 OF 2

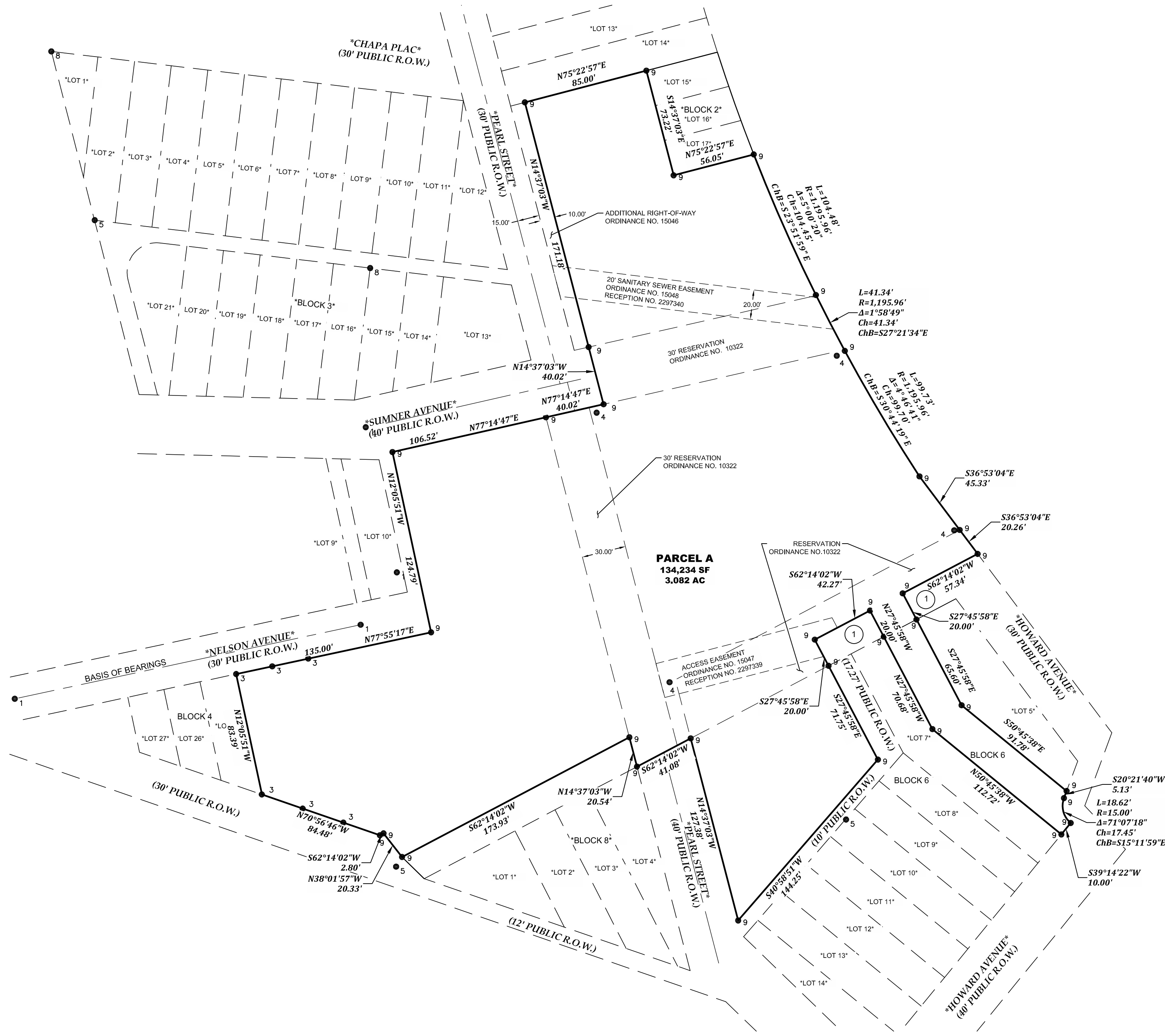
REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-08

A PORTION OF DELAVAN PLACE

BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



AS PLATTED



AS REARRANGED

MONUMENT LEGEND:

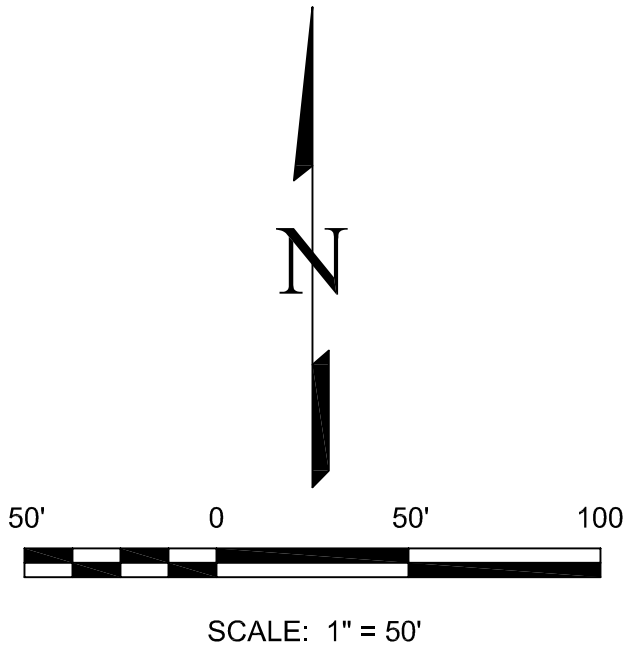
- 1 FOUND 2" ALUMINUM CAP STAMPED "CITY OF PUEBLO LS 31925" IN MONUMENT BOX
- 2 FOUND 3-1/4" ALUMINUM CAP STAMPED "CDOT PLS 29034 ROW MONUMENT PROJ 13141"
- 3 FOUND NO. 3 REBAR AND YELLOW PLASTIC CAP STAMPED "JAY 25948"
- 4 FOUND NO. 5 REBAR AND BLUE PLASTIC CAP STAMPED "GEOMARK PLS 33649" POINT NO 58 ROW MONUMENT" (DID NOT ACCEPT)
- 5 FOUND NO. 4 REBAR
- 6 FOUND NO. 5 REBAR
- 7 FOUND NO. 4 REBAR AND YELLOW PLASTIC CAP STAMPED "RLS 12697"
- 8 FOUND NO. 4 REBAR AND YELLOW PLASTIC CAP STAMPED "CO LS REG 6128"
- 9 SET NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

NOTE:

- 1 REMAINING BURDETTE AVENUE RIGHT-OF-WAY. REFER TO DELAVAN PLACE RIGHT-OF-WAY VACATION PLAT RECEPTION NUMBER _____

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-08

A PORTION OF DELAVAN PLACE
BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 50'
JOB NO.	2299-00
DATE CREATED	6/28/22
DATE ISSUED	XX/XX/XX
SHEET NO	2 OF 2

Exhibit B – Development Proposal

The Bluffs Phase 1 Urban Renewal Plan encompasses five (5) parcels and approximately 3.3 acres, including Right-of-Way (ROW). The area is characterized by vacant land clustered atop a steep bluff within City limits, overlooking the Arkansas River. Public surface infrastructure, from streets and alleyways to the trails leading down to the River, are in disrepair. The physical characteristics, the surveyed parcels are irregularly shaped offering difficult site setback constraints not normally encountered. The site was originally a “ravine” that fed the Arkansas River but in the 1950s was used as a fill site, leveling out the ravine by dumping undocumented fill here to make it level with the adjacent areas. It is uncompacted and contains debris requiring soil remediation in order to create a buildable site. Finally this is an old neighborhood with very incomplete utility infrastructure; the water line does not continue through Pearl street and therefore has to be extended and the pressure in the local gas line cannot handle any new service without replacing the existing line back to the sub-station a mile away.

This project when completed is going to be a 98-unit apartment building. As a combination of junior 1 bedroom, 1 bedroom and 2 bedroom apartments, it plans to cater to professionals, young couples and families as well as those looking to downsize their home and move closer to an urban setting. Located just south of 4th st along Pearl st and overlooking the Rapids Kayak Park, the Arkansas River, down town and Pike’s Peak the project hopes to attract renters from both within Pueblo as well as those renters looking for an alternative to Denver and Colorado Springs. The urban adjacency to downtown and I-25 but also its physical connection to the Arkansas river, trails, and biking, combine for a location that will appeal to those Puebloans seeking access to an outdoor-urban lifestyle and those wanting to move to our city.

This project will bring much needed housing to Pueblo, but also new housing to begin to replace the aging housing available.

Exhibit C – Eligible Improvements and Eligible Costs

Category	Detail		6/6/2023
Designing	Environmental Engineering	\$	25,237
	Geotech / survey / Site Engineering	\$	324,090
Demolition	Existing conditions	\$	101,826
	Site Preparation, incl excavation	\$	1,109,922
	Earthwork and unsuitable soil disposal	\$	602,050
	deep foundations	\$	447,000
	Foundations	\$	767,468
Utilities	Site Utilities	\$	555,401
	Tap Fees	\$	562,626
	reroute existing utilities	\$	74,400
Life Safety	Elevators	\$	437,262
	Fire Suppression	\$	538,645
	Fire Alarm	\$	350,570
Exterior			
	Paving	\$	238,366
	sidewalks & hardscape	\$	310,646
	offsites required per City Agreement	\$	242,994
Mechanical	system required improvements in lieu of Xcel \$1.3m new line		
	Mechanical	\$	612,500
	Appliance	\$	16,170
	Plumbing	\$	122,500
	Building Energy Offset of 15% per code that would be otherwise avoidable	\$	420,000
		\$	7,859,673



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Interim City Attorney

SUBJECT: AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND
APPROVING THE NORTH ELIZABETH HOTEL URBAN RENEWAL
PLAN

SUMMARY:

This Ordinance makes certain legislative findings, establishing the North Elizabeth Hotel Urban Renewal Area and approving the North Elizabeth Hotel Urban Renewal Plan.

PREVIOUS COUNCIL ACTION:

At the request of the Pueblo Urban Renewal Authority (PURA), City Council removed the subject ordinance from the November 30, 2023, and January 8, 2024, City Council Agendas.

BACKGROUND:

PURA Board of Commissioners directed its staff to procure a study to determine whether there are blighting factors for the property located at 3214 N. Elizabeth Street. Ten of the eleven necessary blighting factors were present in the Survey Area as determined by PURA's consultant, Pioneer Development Company.

The purpose of this Plan is to eliminate the conditions of blight that exist in the Survey Area and facilitate the development of a new 122 room hotel which implement certain provisions of the Comprehensive Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide hospitality services in the City, attract and leverage private investment, and leverage public investment and funding mechanisms to provide necessary public infrastructure to serve the Area.

FINANCIAL IMPLICATIONS:

None. Future incremental tax revenues above the current tax base would not exist but for the redevelopment of the property.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission determined the proposed project meets the requirements of the City's Comprehensive Plan and recommended approval at their November 8, 2023, Regular Meeting.

STAKEHOLDER PROCESS:

The PURA has been in contact with and presented for approval the Urban Renewal Plan to the other taxing entities within the proposed Urban Renewal Area.

ALTERNATIVES:

None.

RECOMMENDATION:

The Pueblo Urban Renewal Authority Board of Commissioners recommends approval of this Ordinance.

ATTACHMENTS:

1. Hotel Urban Renewal Plan 10.13.2023 P&Z changes Final Draft
2. Hotel Conditions Survey 8.19.2023
3. Hotel Urban Renewal Plan Impact Report 8.28.2023

ORDINANCE NO. 10672

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS
AND APPROVING THE NORTH ELIZABETH HOTEL URBAN
RENEWAL PLAN

WHEREAS, pursuant to the Colorado Urban Renewal Law (the “Act”), the Pueblo Urban Renewal Authority commenced a study of an area (the “Area”) of Pueblo (the “City”) to assess if blighting factors exist in the Area and, if appropriate, recommend that the City Council consider one or more redevelopment plans to remove any such conditions of blight; and

WHEREAS, the Authority contracted with Pioneer Development Company (the “Consultant”) to conduct a conditions survey of the Area, which is more particularly described in Exhibit A, attached to and incorporated herein, to determine if the Area contains factors included in the definition of “blighted area” in Sections 31-25-101, *et seq.*, C.R.S. of the Act; and

WHEREAS, the Consultant prepared, submitted, and presented to the Authority and City Council a document entitled “Hotel Conditions Survey” (the “Survey”) dated August 18, 2023, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Consultant prepared, and the Authority has approved, the North Elizabeth Hotel Urban Renewal Plan for the (the “Plan”), a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein; and

WHEREAS, the aforesaid Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty days prior to the public hearing; and

WHEREAS, the City Council has taken reasonable efforts to provide written notice of the public hearing to all property owners, residents, and business owners in the area included in the Plan (the “Urban Renewal Area”) informing them of the public hearing at least thirty days prior to the public hearing; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Plan (the “Comprehensive Plan”), which is the general plan for the development of the City as a whole; and

WHEREAS, the Plan contains provisions that allocate property tax increment revenues derived from the levies of taxing entities that levy property taxes in the Urban Renewal Area included in the Plan (the “Taxing Entities”), and

WHEREAS, the Authority has delivered to the Taxing Entities (a) the notice of the public hearing, (a) the Plan, and (c) a copy of an impact report (the “Impact Report”) prepared by the Consultant that describes the burdens and benefits of the Plan on the revenues and services of such Taxing Entities; and

WHEREAS, based on the Impact Report, the Authority has reached agreement with the Taxing Entities regarding estimated impacts on services of the Taxing Entities associated solely with the Plan as required by Section 31-25-107(9.5) of the Act; and

WHEREAS, on March 11, 2024, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter, and the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City's Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence; NOW, THEREFORE,

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

SECTION 3.

The Plan, Impact Report, and notice of the public hearing have been submitted to the Taxing Entities, including the Board of County Commissioners of Pueblo County, Colorado, (the "County") together with the information required by Sections 31-25-107(3.5) and (9.5) of the Act. The Plan will remediate conditions of blight in the Urban Renewal Area.

SECTION 4.

The Taxing Entities have reached agreement with the Authority regarding estimated impacts on services of the Taxing Entities associated solely with the Plan as required by Section 31-25-107(9.5) of the Act.

SECTION 5.

Pueblo City Schools (School District No. 60) has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 6.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

SECTION 7.

It is not expected that any relocation of business concerns will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The Pueblo Urban Renewal Authority has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(4)(c) of the Act to all property owners, residents, and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty days prior to the public hearing on the Plan.

SECTION 9.

Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 10.

Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 11.

The Plan conforms with the Pueblo Regional Comprehensive Plan, which is the general plan for the development of the City of Pueblo as a whole.

SECTION 12.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 13.

The entire Urban Renewal Area is within the corporate limits of the City. Construction and maintenance of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the City, the Authority, and private enterprise. Any impacts on the services or revenues of the Taxing Entities will be offset by new revenues not now being collected by the Taxing Entities and directly produced as a result of the Plan and subsequent redevelopment of the Urban Renewal Area and adjacent property outside of the Urban Renewal Area.

SECTION 14.

The Urban Renewal Area described in the Plan does not consist of open land within the meaning of Sections 31-25-107(5) and (6) of the Act. Therefore, the findings and determinations set forth in such sections of the Act do not apply and are not required.

SECTION 15.

The Authority is not authorized to acquire property through the exercise of eminent domain.

SECTION 16.

The North Elizabeth Hotel Urban Renewal Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan.

SECTION 17.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on , 03/18/2024 .

☐ Disapproved on _____ based on the following objections:



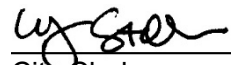
Mayor

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



The North Elizabeth Hotel Urban Renewal Plan

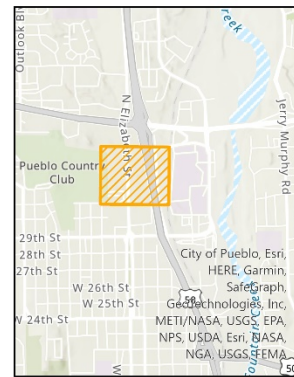
August 18th, 2023

Prepared by:
Pueblo Urban Renewal Authority (PURA)

[illegible]

0 250 500 1,000 US Feet

Pueblo County Parcels
Hotel Survey Area



CONTENTS

I. INTRODUCTION	5
II. URBAN RENEWAL AREA BOUNDARY	5
III. SUMMARY OF STATUTORY CRITERIA.....	5
IV. DESCRIPTION OF URBAN RENEWAL PROJECT.....	7
A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives.....	7
1. Goals of the Plan – This Plan has been adopted to achieve the following goals in the Area:	7
2. Relationship to Comprehensive Plan.....	8
The Plan conforms with and is designed to help implement the Visions, Goals, Policies and Guiding Principles detailed in the Comprehensive Plan, revised and adopted September 2022.	8
In addition to this conformance, the Plan will remediate blighting conditions and attract development that aligns with the following “Key Themes”:	8
• Economy.....	8
• Growth and Development	8
• Transportation and Connectivity.....	8
B. Land Use Regulations and Building Requirements	8
V. PROJECT ACTIVITIES	9
A. Land Acquisition.....	9
B. Relocation.....	9
C. Demolition, Clearance, and Site Preparation	9
D. Property Management	9
E. Public Improvements.....	10
F. Land Disposition, Redevelopment and Rehabilitation	10
G. Cooperation Agreements.....	10
H. Other Project Undertakings and Activities.....	10
VI. PROJECT FINANCING	11
VII. CHANGES IN APPROVED PLAN	12
VIII. MINOR VARIATIONS	12

DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings:

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or **Urban Renewal Area** means the area of the City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

City Consolidated Plan means the City of Pueblo 2020-2024 Consolidated Plan, approved June 14, 2021, by Ordinance No. 9951.

Comprehensive Plan means the Pueblo Regional Comprehensive Plan adopted in 2022.

County means Pueblo County, Colorado.

Plan or **Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

Project or **Urban Renewal Project** means all activities and undertakings described in this Plan.

I. INTRODUCTION

The purpose of this Plan is to implement those provisions of the Comprehensive Plan and the City Strategic Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, eliminate and prevent conditions of blight, attract private investment, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of the City pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

II. URBAN RENEWAL AREA BOUNDARY

An urban renewal plan area has been created that includes properties that are within the City of Pueblo's municipal limits. The Area, titled "North Elizabeth Hotel Urban Renewal Plan" includes one (1) parcel along North Elizabeth Street. The property's address parcel number is 513014004, per the Pueblo County Assessor's database. This parcel encompasses ~2.1 acres and is zoned B-4 Regional Commercial. The subject area is characterized by vacant land and buildings, deteriorating structures, environmental contamination, steep topography, deteriorating or missing infrastructure, and unproductive lot configurations. The Area's characteristics make future development challenging and is the reason why PURA is evaluating this site for Urban Renewal treatment.

III. SUMMARY OF STATUTORY CRITERIA

On August 18th, 2023, a conditions survey report was delivered to the Pueblo Urban Renewal Authority that summarized a blight study of the area described as the North Elizabeth Hotel Urban Renewal Plan. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled "The Hotel Urban Renewal Plan Conditions Survey" (the Conditions Survey) dated August 18th, 2023, consisting of 34 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

Conditions Survey – Blighting Factors Catalogued

Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 1 (a)	Slum, Deteriorated, or Deteriorating Structures.
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 8 (h)	The Existence of Conditions that Endanger Life or Property by Fire or Other Causes.
Factor 9 (i)	Buildings that are Unsafe or Unhealthy for Persons to Live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities.
Factor 10 (j)	Environmental Contamination of Buildings or Property.
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

IV. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting Pueblo's Regional Comprehensive Plan, , and the Pueblo community's remediation and redevelopment goals. Although there are other adopted Plan's both locally and regionally not listed, the Goals and Policies of these plans are assumed to be subsumed under the Comprehensive Plan.

A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives

GOALS OF THE PLAN

- 1. Goals of the Plan** – This Plan has been adopted to achieve the following goals in the Area:
 - a)** To encourage renewal throughout the Area by attracting additional investment and redevelopment within the Project.
 - b)** To alleviate blighting conditions within the Area's boundary
 - c)** To leverage Tax Increment Financing to assist with the funding of infrastructure and facilities that will help advance the remediation and revitalization goals of the Area.
 - d)** To incentivize and invest in catalytic development that will remediate blighting conditions throughout the Area.
 - e)** To encourage redevelopment within the Area that aligns with the City of Pueblo's future land use designations and zoning districts.
 - f)** To leverage Tax Increment Financing to help attract new commercial investments and development that aligns with the City's CB-4 Regional Commercial Zone within the Area
 - g)** To improve the streetscapes to promote on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, signage, and landscaping
 - h)** To improve pedestrian and trail connections to/from the Area along North Elizabeth Street
 - i)** To invest in cultural and community spaces within the Area.

2. Relationship to Comprehensive Plan

The Plan conforms with and is designed to help implement the Visions, Goals, Policies and Guiding Principles detailed in the Comprehensive Plan, revised and adopted September 2022.

In addition to this conformance, the Plan will remediate blighting conditions and attract development that aligns with the following “Key Themes”:

- Economy
- Growth and Development
- Transportation and Connectivity

a) The Plan will support Goal 4.4 to “Establish Pueblo County as a Tourist Destination”. The Plan will remediate blighting factors on a commercially zoned property. It is also intended to attract tourist-oriented, commercial development, such as a Hotel. This in turn will advance the Comp Plan’s “measure of success” for Guiding Principle 4, which is to increase the number of visitors and tourist spending time and money in Pueblo.

b) The Plan will support Goal 4.6 to “Enhance the Appearance of Public Spaces, Rights-of-Way, and Community Gateways”. The Plan will remediate conditions that have prevented new development in a highly visible, commercial parcel located near Interstate 25 and Highway 50. The Plan will bring higher and better uses to the site and remove unsightly blight from this area of the city.

The Plan will support Goal 6.1 to “Promote a fiscally and environmentally responsible pattern of growth” and Goal 6.2 to “Encourage Infill and Reinvestment in Established Communities and Neighborhoods”. The Plan will support commercial development concentrated along commercial corridors in established neighborhoods. The Plan also leverages funding tools such as tax increment financing. The Plan will facilitate reinvestment in Underutilized Center/Corridors identified within the Comprehensive Plan.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Pueblo Municipal Code, and secondary codes therein adopted by reference, and other applicable standards and regulations

of the City of Pueblo ("City Regulations") .Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Zoning Code

V. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, stormwater improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities and multi-use recreational trails in the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners. The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances. Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.

The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, County, other municipalities and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VI. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City or County; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the County, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City or the County to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

VII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

VIII. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A
LEGAL DESCRIPTION

LOT 2, PIEDMONT PARK, EXCEPT THAT PORTION CONVEYED TO COLORADO
STATE HIGHWAY DEPARTMENT BY DEED RECORDED JANUARY 22, 1947 IN BOOK
1031 AT PAGE 2020, COUNTY OF PUEBLO, STATE OF COLORADO

DRAFT

EXHIBIT B

PURA PLAN MAP

North Elizabeth Hotel Urban Renewal Area



Legend

 North Elizabeth Hotel Urban Renewal Area
~ 2.1 Acres

PUEBL
URBAN RENEWAL
AUTHORITY



PIONEER
DEVELOPMENT
COMPANY

we find the way

Hotel Conditions Survey

Pueblo Urban Renewal Authority

August 18, 2023



August 18, 2023

City of Pueblo, Colorado

Dear Jerry,

This Conditions Survey is intended to assist the Pueblo Urban Renewal Authority (PURA) with identifying and cataloguing conditions that are arresting sound development throughout a defined survey area. This area is tentatively named the "The Hotel Urban Renewal Plan" (The Project).

The Project will encompass one (1) parcel and approximately 2.1 acres. The area is characterized by deteriorating structures, vacancy, underutilization, and possible environmental contamination. The site's historic uses included mobile homes, a gas station and a laundry mat. Currently, the site is vacant. This property is within Pueblo's B4-Regional Commercial zone and is proximal to major arterials such as Elizabeth Street, US 50 and I-25. The site's zoning and location makes it well suited for new commercial development.

PURA is evaluating this property for blighting factors to potentially create a public private partnership with a prospective development. A Hotel development is in the process of being proposed on this site. However, the site exhibits characteristics that could jeopardize the development's feasibility. PURA has commissioned this study to determine if the property qualifies for Urban Renewal treatment.

The Conditions Survey evaluates this area for the presence of statutorily defined "blighted area factors" (blighting factors). These factors are defined by Colorado's Urban Renewal Law under C.R.S. 31-25-103(2) and are generally conditions that impair or arrest the sound growth of a municipality. The Conditions Survey locates, identifies, and describes each statutorily defined blighting factor found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions throughout the impacted parcel.

Based upon field observations and analysis, this report finds that the surveyed area meets Colorado Urban Renewal Law's statutory minimum of blighting factors required to designate the proposed Hotel Urban Renewal Plan as an urban renewal project eligible for urban renewal activities.

Sincerely,

Andrew Arnold, AICP
Founder | Principal
Pioneer Development Company
Durango, Colorado

CC: Cherish Deeg



Table of Contents

Executive Summary..... 3

Conditions Survey Summary 5

Methodology..... 8

Evaluation of Blighting Factors 9

Conclusion..... 30

Appendix 31

 Conditions Survey Maps 31

Executive Summary

Pueblo Urban Renewal Authority Conditions Survey:

The Pueblo Urban Renewal Authority (PURA) is evaluating a specific area for an Urban Renewal project and specific activity. The study area includes a single property, and the potential urban renewal project will be designed to remove conditions arresting a potential hotel development from locating on this site. This proposed hotel is facing feasibility issues with this parcel, and the Pueblo Urban Renewal Authority is evaluating site's eligibility for urban renewal treatment. A development-specific urban renewal plan area could help alleviate conditions arresting this development and make the Hotel feasible.

The subject area is located within Pueblo City limits in the central northern section of the city, south of the I-25, Hwy 47, and Hwy 50 junction. The survey area is adjacent to North Elizabeth Street on the west and I-25 is adjacent on the east. Ingress and egress is taken off of Elizabeth Street.

The survey area includes one (1) parcel within Pueblo's municipal limits. The parcel encompasses 2.1 acres and includes is zoned B4-Regional Commercial. The subject area is characterized by vacant land, potential environmental contamination, a deteriorated structure, deteriorating or missing infrastructure, and evidence of homelessness. The survey area's historic uses include a former dry cleaner as well as a gas station. These uses have a high propensity to leave underground storage tanks and cause environmental contamination. This conditions survey evaluated both Phase 1 and Phase 2 Environmental Site Assessments (ESA's) performed on the property. These ESA's did not identify soil contamination that exceeded CDPHE standards. However, asbestos abatement is required on the former laundromat. The ESA's also made clear that there is a possibility for environmental contamination elsewhere on the site, and that underground storage tanks could be present. The survey area's characteristics make future development challenging and is the reason why PURA is evaluating this site for Urban Renewal treatment.

For an Urban Renewal Plan to be established, a specific geographic area within the community must be found to exhibit certain conditions. These are conditions that, in general, are arresting the sound growth of a municipality. This could include conditions that impair a municipality's growth, retards housing development and accommodations, or constitutes a liability for economic or community development. Statute describes these conditions as a "menace to public health, safety, morals, and welfare" and defines these conditions as eleven separate factors in C.R.S. 31-25-103.2. These factors must be cataloged before urban renewal projects and activities can commence.

A conditions survey does not create a new Urban Renewal Plan or Urban Renewal Project. The Conditions Survey is merely a starting point for that process, one that is required before PURA can establish The Hotel Urban Renewal Plan. The Conditions Survey's purpose is to evaluate the proposed Plan area and determine if it meets the statutorily required threshold of blighted area factors. Four (4) of these factors must be identified before an Urban Renewal Plan can be established and adopted.

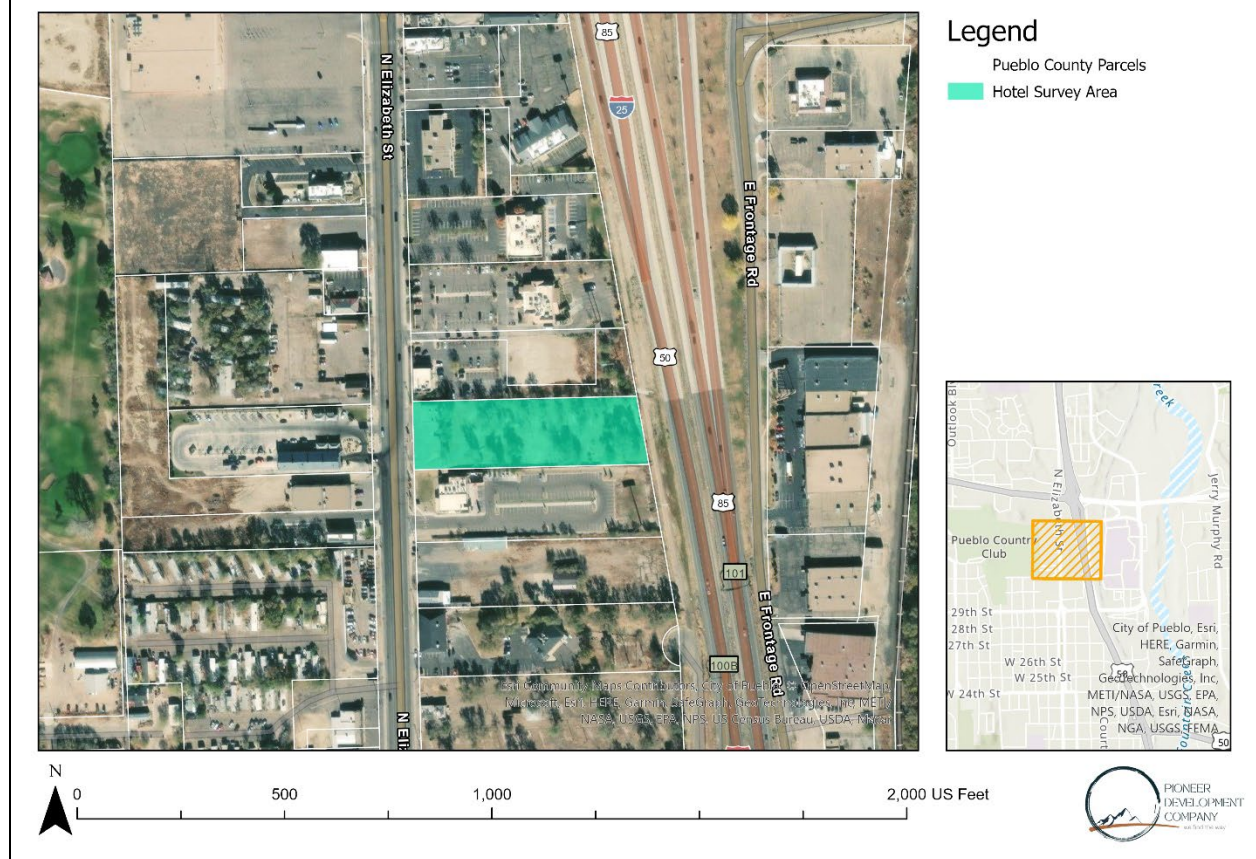
The proposed Urban Renewal Plan area was carefully surveyed using a holistic analysis. Observations were taken during a field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the site and market characteristics, including examination of the environmental site assessments.

The Conditions Survey's conclusion is that the proposed Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible as an Urban Renewal Plan according to state statute. This Conditions Survey identified ten (10) blighting factors within the area, listed in the table below:

Conditions Survey – Blighting Factors Catalogued	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 1 (a)	Slum, Deteriorated, or Deteriorating Structures.
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 8 (h)	The Existence of Conditions that Endanger Life or Property by Fire or Other Causes.
Factor 9 (i)	Buildings that are Unsafe or Unhealthy for Persons to Live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities.
Factor 10 (j)	Environmental Contamination of Buildings or Property.
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

Conditions Survey Summary

Conditions Survey Area



Survey Area

The survey area evaluates 2.1 acres and one parcel within Pueblo's municipal boundaries. This survey used Pueblo County Open Data to create GIS maps for the analysis.

The survey area is located east of North Elizabeth Street and is west of I-25/Highway 50. The parcel accesses Elizabeth Street, there is no direct access from the parcel to I-25.

Area Description

The survey area encompasses the parcel and its total ~2.1 acres. This property is located within the City of Pueblo's municipal limits. This singular parcel is zoned B-4 Regional Business for commercial uses.

Currently, the area is a vacant lot on the eastern side of the parcel, while on the west is a vacant masonry building that includes a parking lot. The parcel has direct access to North Elizabeth Street to its west and is bounded on its eastern side by I-25. There is no ingress or egress to I-25 from the parcel. The parcel is effectively bisected by a fence and gate, with the vacant building and parking lot in its western half, and vacant land in its eastern half.

Historic uses on the site included a gas station, a mobile home park, and a dry cleaner. The 2,093 square foot masonry building served as a dry cleaner and was built in 1975. The vacant lot on the eastern side of the parcel has remnants of the mobile home park with old concrete pads, concrete debris piles, old utility hookups, and an overgrown center access driveway.

The parcel's B-4 Regional Business zoning "provides areas for the location of business and other central services required by the region at large"¹ The uses by right allowed in the B-4 zone district include **hotels**, auditorium, banquet hall, community center, library, museum, office, pharmacy, and other similar commercial uses.

The regional comprehensive plan's future land use map designates this site as a mixed-use activity center². Mixed-use activity centers contribute at the regional scale in addition to encompassing a diversity of use types and connectivity features³.

The proposed hotel development aligns with both the comprehensive plan and City's zoning for this property. The properties existing characteristics are not achieving the developments or vision outlined within the City's zoning or comprehensive plan.

The Plan Area's statistics are described in the table below:

Conditions Survey Land Use Summary			
Area Statistics			
Total Parcel Area (Acres)		2.1	
Number of Parcels in Area		1	
Assessment Type	Parcel Count	Acreage	Percent Total Acreage
COMMERCIAL	1	2.1	100%
Zoning Type	Parcel Count	Acreage	Percent Total Acreage
B-4: Regional Business	1	2.1	100%
Assessed Value			Value
Total Actual Value			\$296,740
Total Assessed Value			\$90,062
Tax Exempt Value			\$0

¹ Pueblo Planning & Community Development, Zone District: B-4, p. 2-4-2022, <https://www.pueblo.us/DocumentCenter/View/30870/B-4--12-20-21?bidId=>

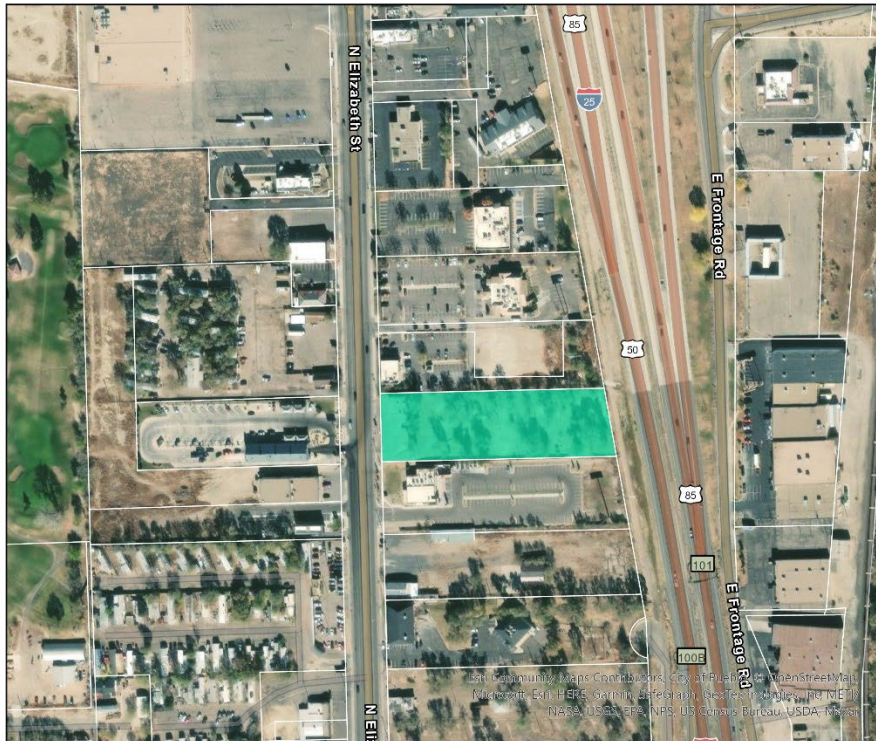
² Pueblo Regional Comprehensive Plan, 2022, p. 130 https://county.pueblo.org/sites/default/files/2022-10/PuebloRegionalComprehensivePlan_Sept22_R.pdf

³ Pueblo Regional Comprehensive Plan, 2022, p. 114 https://county.pueblo.org/sites/default/files/2022-10/PuebloRegionalComprehensivePlan_Sept22_R.pdf

Current Assessment of Plan Area

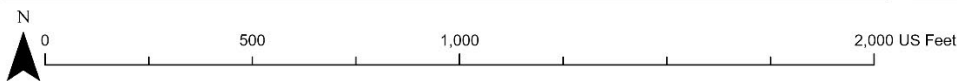
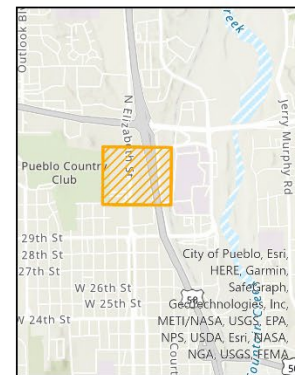
The Plan area includes one (1) parcel. The total equalized assessed value (taxable value) of this parcel, according to the County Assessor's database 2023 valuations, is \$90,062. The total actual value of this parcel, according to the County's Assessor's database 2023 valuations is \$296,740.

Conditions Survey Area



Legend

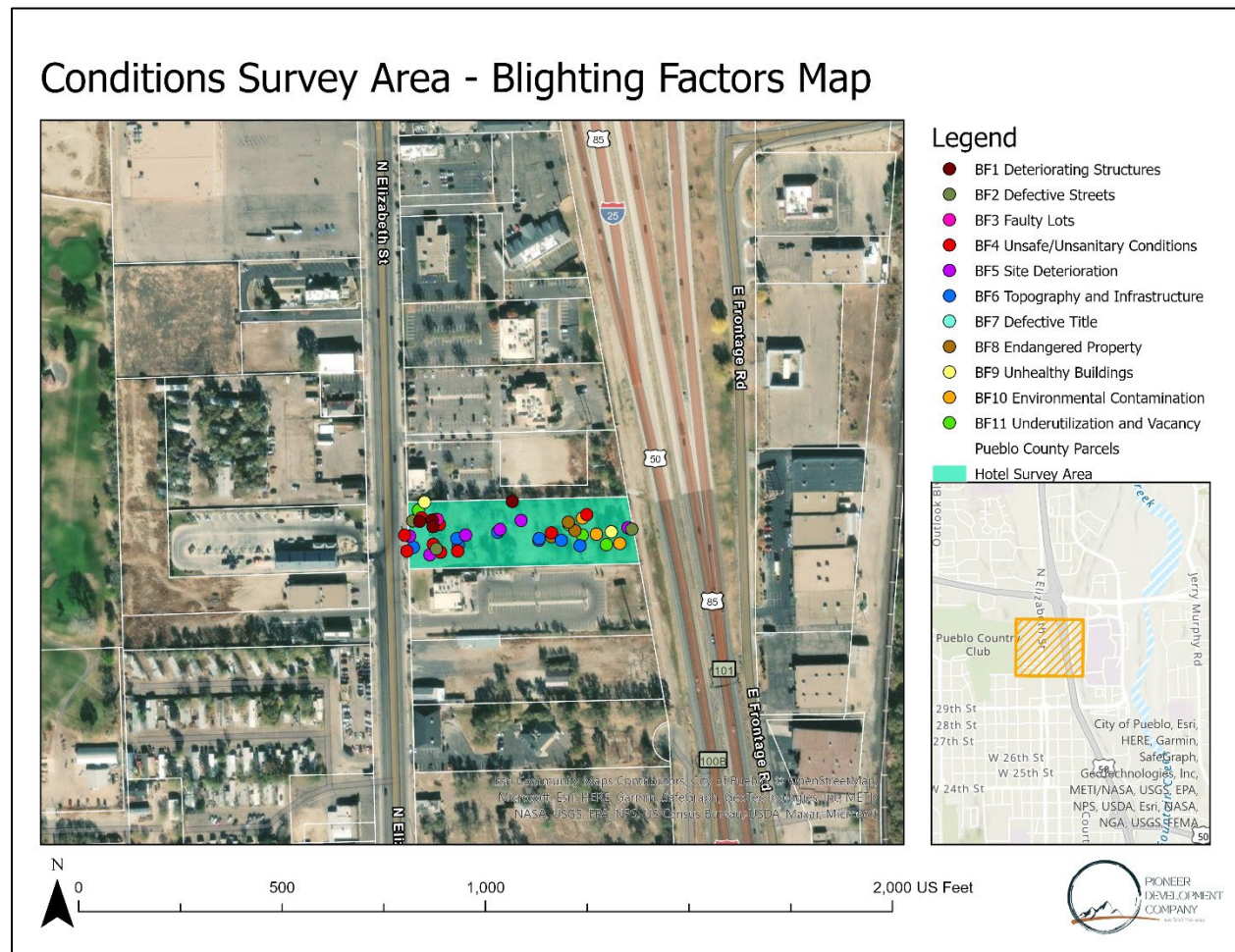
- Pueblo County Parcels
- Hotel Survey Area



Methodology

This Conditions Survey utilized a holistic methodology in determining whether blighting factors exist within the proposed Urban Renewal survey boundary. This methodology included a detailed literature review of adopted plans and reports, an analysis of County Assessor records and GIS databases, and a field visit. Field work was supplemented by GIS technology that geolocated and recorded potential blighting factors throughout the survey area. Maps were created for each blighting factor identified within the survey area. These maps represent the layered information gathering approach used in this report to ensure that each blighting factor was thoroughly analyzed.

Conditions Survey Area - Blighting Factors Map



Evaluation of Blighting Factors

Defining Blighting Conditions

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as “blighted area factors” (Blighting Factors). State statute defines eleven separate factors for blight. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment⁴.

Blighted Area Factors Defined:

- a) Slum, deteriorated, or deteriorating structures
- b) Predominance of defective or inadequate street layout
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d) Unsanitary or unsafe conditions
- e) Deterioration of site or other improvements
- f) Unusual topography or inadequate public improvements or utilities
- g) Defective or unusual conditions of title rendering the title nonmarketable;
- h) The existence of conditions that endanger life or property by fire or other causes
- i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
- j) Environmental contamination of buildings or property
- k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors define the “conditions” that are arresting the municipality’s sound development. Per statute, these factors give “reason” to declare an area “blighted”, provided that a specific number of factors are identified. The presence of at least four of these conditions satisfies the state statute defining an area blighted.

This Conditions Survey will unpack each blighting factor to describe various real world “conditions” that indicate the presence of said factor. An Urban Renewal Plan or Project requires at least four factors identified within its boundaries. It is the culmination of four or more blighting factors which indicate that renewal activities should be applied within the proposed project area.

Blighting Factors were identified based on an objective analysis and urban renewal best practices. The following sections outline the blighting factors found within the survey area. Blighting factors that were not identified are excluded from this report.

⁴ In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this occurrence, only one blighting factor from the list of eleven needs to be identified to declare the area blighted.

Factor (a) – Slum, Deteriorated, or Deteriorating Structures

Description:

This factor refers to the current condition of structures in the survey area as a whole. When the physical condition of structures in an area foment negative perceptions and a corresponding decline in values, it typically signals the existence of this factor. Conditions that would justify the inclusion of this factor in an area may include:

- A deterioration of the building elements, such as cladding, fenestration, roofing, overhangs, fascia and soffit, or the foundation of a structure
- A deterioration of outside elements such as fencing, gates, fire escapes, outdoor lighting, loading areas, gutters and downspouts
- Vacant lots or high vacancy rates in the offices/businesses/apartments are evidence this factor exists in an area
- Decline in property value over time

Findings

The field visit identified a deteriorating structure and other deteriorating conditions throughout the Survey Area. The deteriorating structure is the former dry-cleaning building, located in the northwest corner of the site. The site also exhibits vacancy, as well as overgrown weeds and neglected features such as fencing throughout the survey area.

The former dry-cleaning building exhibited vacancy and external deterioration. The building is empty with “for sale” signs in various locations. The external deterioration includes cracking, paint disrepair, signs of further structural damage, and foundation concerns.

The other conditions present include landscaping and fencing deterioration. The landscaping has been neglected which has led to vast plant and weed overgrowth throughout the survey area. The existing fencing is in disrepair with parts that are bent and fence posts that have been tampered with. There are also remnants of former fencing scattered throughout the site which includes aged fence posts and missing wiring.

Overall, the site exhibits conditions that foment negative perceptions of the property. These conditions underscore the site’s deterioration and justify the inclusion of this blighting factor.

Blighting Factor (a) - Deteriorating Structures

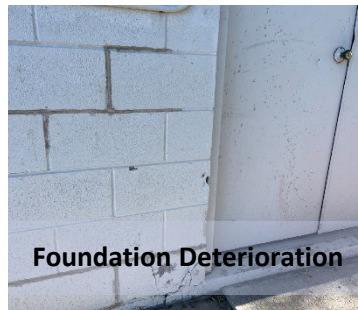


Legend

- BF1 Deteriorating Structures
- Pueblo County Parcels
- Hotel Survey Area



Building Deterioration



Foundation Deterioration



Landscaping Deterioration



Fencing Deterioration



Building Disrepair



Vacant Building

Factor (b) – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to surface transportation conditions throughout the survey area. Surface transportation conditions may include road surface quality, the location or existence of streets and sidewalks, multi-modal improvements, traffic safety infrastructure, ingress/egress locations, and emergency access considerations. If surface transportation conditions exist that negatively impact sound development, redevelopment, or threaten safety, the survey includes this factor in its catalogue.

Examples of this factor include:

- Inadequate street widths
- Lack of streets, dead ends
- Overall faulty layouts that impede vehicular access and internal circulation
- Inadequate Traffic Safety facilities
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

Findings

This blighting factor was identified within the survey area. The survey area exhibited inadequate street networks, proximity to heavy traffic, streets in need of repair, poor emergency access and poor active transportation.

Most of the survey area is a former mobile home area which no longer has functioning streets or connection to existing street networks. The former road through the center of the mobile home park is overgrown, nonfunctional and is no longer actively connected to existing street networks. The connection is obstructed by a gate near the southwest corner of the survey area between the lower level of the former mobile home area and the upper level of the former dry cleaner.

The survey area is affected by two heavy traffic corridors. Elizabeth Street, on the west side of the survey area, is a four-lane heavy traffic area with a turning lane in the center to account for the diversity of businesses on either side. I-25 on the east side of the survey area is a major six-lane divided highway.

The existing streets in the survey area need repair as there is evidence of weathering, neglect, and nonuse. The southwest corner access point into the survey area has weathering conditions and has an inadequate street network setup. The survey area is divided by a former driveway that dead ends and a dilapidated former parking lot.

There is overall poor emergency access and active transportation present within the survey area. The neglected network through the survey area, gate division, and deteriorating streets hinder emergency access and active transportation. The street conditions and lack of improvements signal this factor's presence.

[illegible]

N



0 250 500 1,000 US Feet

- BF2 Defective Streets
- Pueblo County Parcels
- Hotel Survey Area



Factor (c) – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. Common conditions that indicate this factors presence in a survey area includes:

- Impractical Lot Layouts
- Narrow, Irregular, or Oddly Shaped Parcels
- Parcels Too Large or Too Small to Facilitate Development
- Lot Configurations that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse
- Easements or Setbacks that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse.

Findings

The survey area showcases nonuse and misuse related to lot configuration. Although this parcel is traditionally shaped, its former uses and current underutilization has led to lot configurations that are unproductive. The site is effectively divided into two parts, with the former mobile home park from the 1960's occupying its eastern half, and the former gas station/laundromat occupying the western half. A gate divides these historic uses and the property. This configuration, including the internal road layout and parking lot, yield unproductive lot layouts.

The property's internal lot layout has led to misuse of the space. Homelessness and vandalism are evident by the trash and debris located throughout the site. The former dry cleaner and parking lot are vacant and deteriorating while the former mobile home park is overgrown and appears to have been unused for decades.

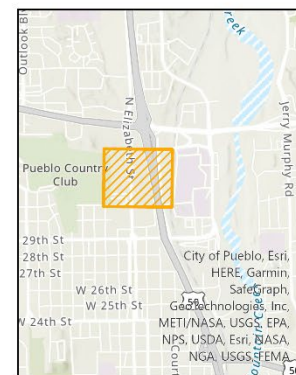
The unproductive conditions on the site, evidenced by the property's nonuse and misuse, showcases this factor.

Blighting Factor (c) - Faulty Lots



Legend

- BF3 Faulty Lots
- Pueblo County Parcels
- Hotel Survey Area



Land Nonuse



Misuse Evidence

Factor (d) – Unsanitary or Unsafe Conditions

Description:

This factor refers to a multitude of unsanitary, unsafe or hazardous conditions. The commonality is that these conditions contribute to hazards that could have an adverse effect on the health, safety or wellbeing of the public. This factor shares similarities to conditions one (1), five (5), eight (8), nine (9) and ten (10). Conditions that would justify the inclusion of this factor in an area may include:

- Floodplain or flood prone areas
- Poor storm water drainage areas
- Cracked or uneven sidewalks
- Hazardous materials
- Hazardous geology or soil conditions
- Dangerous traffic or pedestrian conditions
- High crime statistics
- Facilities are prone to fire dangers
- Environmental contamination
- Inadequate utility systems
- Water scarcity and lack of water and sewer infrastructure
- Evidence of vandalism or homelessness
- Steep topography
- Trash, debris and noxious weeds

Findings

This factor includes multiple conditions identified within the survey area. The conditions include poor storm water drainage areas, cracked sidewalks, dangerous pedestrian conditions, hazardous soil conditions, steep topography, evidence of vandalism and homelessness, and the presence of trash.

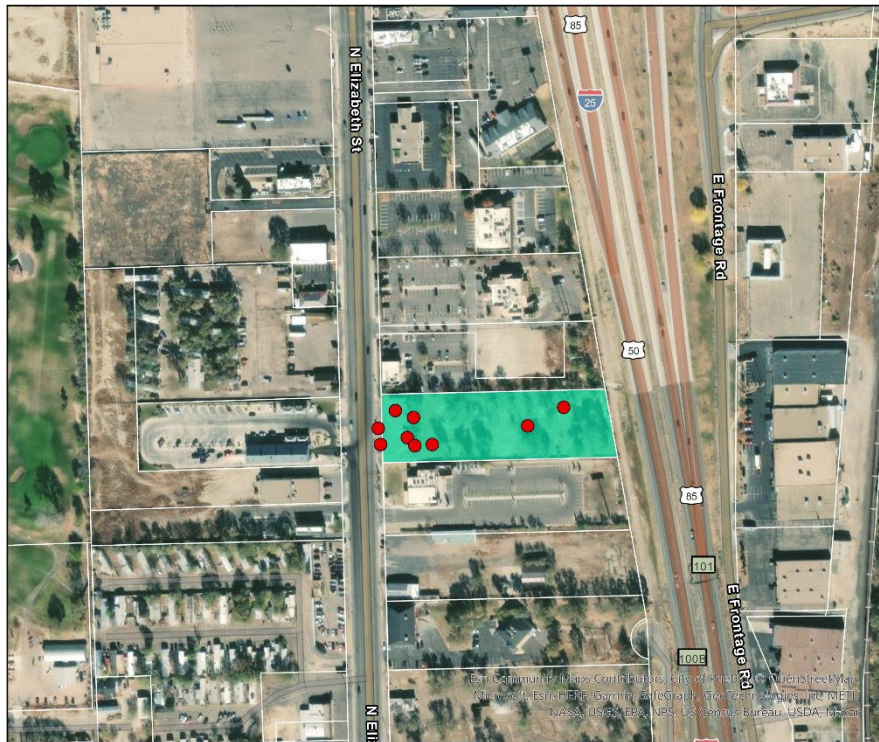
The eastern portion of the survey area is missing storm water drainage infrastructure with the overgrowth and land vacancy. The western section of the survey area lacks storm water drainage infrastructure and has dilapidated parking surfaces.

Sidewalks present in the survey area are in disrepair with cracks and weed overgrowth that impact the site's walkability and aesthetics. In addition to sidewalk conditions, the overall pedestrian experience is dangerous as the survey area is adjacent to the heavily trafficked corridor of Elizabeth Street. This arterial exhibits 4 lanes and a center turning lane. Various vehicles, from cars to large trucks, travel at high speeds along Elizabeth Street, causing unpredictable traffic patterns. The pedestrian conditions along Elizabeth Street have limited protection and no formal separation from moving traffic.

Hazardous soil elements were another condition highlighting the presence of this factor. The contamination soil elements are outlined in depth in the ESA Phase I and ESA Phase II. Although the Phase 2 ESA found evidence of contaminants, these levels did not exceed CDPHE thresholds. However, the ESA's did preclude the possibility of contamination elsewhere throughout the site. The site was previously a gas station, mobile home park, and dry cleaner, all of which have a high propensity for contamination. Also, the former laundromat requires asbestos abatement.

Evidence of vandalism and homelessness, along with the presence of trash throughout the site, further showcases the presence of this factor. Vandalism was evident also, as the former laundromat had a broken window and other structures had been graffitied.

Blighting Factor (d) - Unsanitary/Unsafe Conditions



Legend

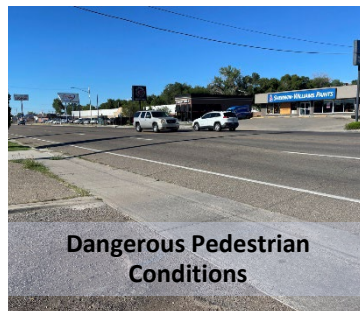
- BF4 Unsafe/Unsanitary Conditions
- Pueblo County Parcels
- Hotel Survey Area



0 250 500 1,000 US Feet



Cracked Sidewalk



Dangerous Pedestrian Conditions



Building Vandalism



Graffiti Vandalism



Homelessness Evidence



Trash

Factor (e) – Deterioration of Site or Other Improvements

Description:

This factor considers conditions of the site or its infrastructure. It is similar to factor two (2) and four (4), in that it focuses is on the deterioration of exterior elements, and/or the current condition of public infrastructure. A visual deterioration of exterior elements, or a decline of public infrastructure, are examples of this factor. Private land and/or structures that have fallen into disrepair or are damaged also exhibit this factor. Conditions that would justify the inclusion of this factor in an area may include:

- Poor condition of streets or sidewalks
- Signage, such as billboards, that has fallen into disrepair
- Neglected Landscaping
- Damaged or missing public utilities
- Abundance of trash, debris or noxious weeds.

Findings

This factor includes conditions that contribute to a negative perception throughout the survey area. These conditions may include deteriorating outside elements such as signage, trash and debris, neglected landscaping, and missing public infrastructure. Many of these conditions were also identified in Factor 1 and Factor 4.

Sign disrepair was evident in both the west and east side of the survey area. A dilapidated dry cleaners sign hung near Elizabeth Street and an unreadable sign hung on the property's eastern boundary near I-25.

In addition to sign disrepair, the streets within the survey area are in poor condition. The road on the east side of the area proximal to I-25 is an unpaved road, and the ingress/egress with Elizabeth Street is deteriorating, blocked by a gate that transitions down into a nonfunctional, overgrown former road.

Neglected landscaping and missing public utilities were evident in the study area and further highlight the presence of this factor. Deferred landscaping and maintenance are evident throughout the site, with overgrown weeds and abandoned mobile home pads, fencing, and other elements characterizing the property. Evidence of former utilities were identified on the property's eastern boundary that includes the former mobile home park, but these are now nonfunctioning.

Additionally, there was an abundance of trash, debris, and weeds throughout the area. Evidence of squatting and homelessness were also observed within the survey area. Concrete debris piles were also found scattered across the property.

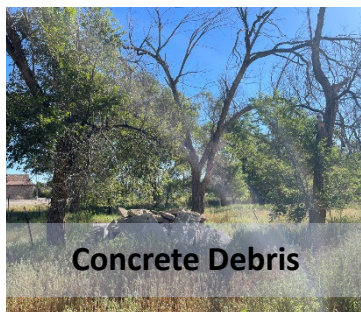
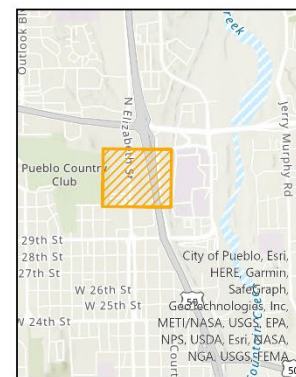
The combination of signage, street disrepair, neglected landscaping, and trash, debris, and weeds in the survey area justified this blighting factor's inclusion.

Blighting Factor (e) - Site Deterioration



Legend

- BF5 Site Deterioration
- Pueblo County Parcels
- Hotel Survey Area



Concrete Debris



Sign Deterioration



Former Sign Remnants



Missing Utilities



Poor Road Condition



Weeds & Debris

Factor (f) – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2), four (4) and five (5). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Lack of internal street network
- Broken or inadequate street lighting

Findings

Blighting factors two (2), four (4) and five (5) identified conditions that also underscore the presence of blighting factor six (6) within the survey area. Inadequate public improvements or infrastructure, such as the missing road networks in factor two (2), and missing stormwater facilities identified in factor four (4) also serve as examples of blighting factor six (6).

The survey area's varying topography was the most obvious reason for this factor's inclusion. There is a distinct grade separation as the site transitions west to east. This grade separation is highlighted by a retaining wall/fence structure bisecting the site. The vacant, former laundromat sits at a higher elevation than the vacant land of the former mobile home park. The land towards the east continues to slope down towards I-25. The steep topography presents a formidable development challenge that will require significant grading to activate the entire site. This grading also presents significant development costs.

The fieldwork found overhead utilities in need of repair with old street lighting and other overhead utility posts and wiring in poor condition. These dilapidated infrastructure improvements were found within the former mobile home park section of the property.

The parking lots and street surfaces within the property were also deteriorating. Cracks, uneven surfaces, potholes, missing gravel sections, and weed overgrowth were observed during the site visit. The streets were in such disrepair and deterioration that there is no longer a functioning internal street network.

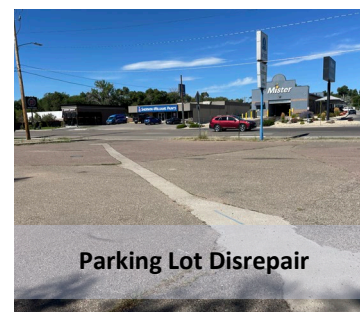
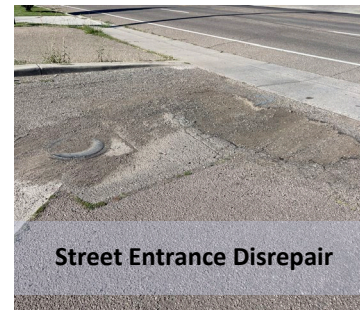
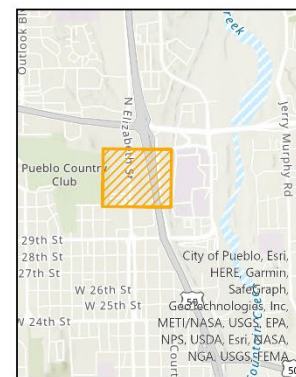
The presence of each of these conditions justifies this blighting factor's inclusion.

Blighting Factor (f) - Topography and Infrastructure



Legend

- BF6 Topography and Infrastructure
- Pueblo County Parcels
- Hotel Survey Area



Factor (h) – The Existence of Conditions that Endanger Life or Property by Fire or other Causes

Description:

This factor refers to conditions that can endanger lives or property, including buildings that are structurally unsafe, but it also focuses on natural hazards. This factor shares similarities with factors two (2), four (4) five (5) and eleven (11). Conditions that would justify the inclusion of this factor in an area may include:

- Buildings or property not in compliance with current fire codes
- Buildings or property not in compliance with building codes
- Areas that are in a floodplain or flood prone area
- Areas near burn scares, in debris fans or prone to dangerous mud flow
- Areas that exhibit a high crime rate
- Areas with buildings or land that violates environmental regulations (this can range from findings of asbestos or brownfield sites.)

Findings

As mentioned in Blighting Factor Four (4), the survey area has contamination present as found in the asbestos abatement and the ESA Phase I and ESA Phase II. The site was formerly a gas station, mobile home park and dry cleaners, uses that have a high propensity for environmental contamination.

The ESA phase II included both soil samples and groundwater samples. Contaminants were found during Phase II, but they did not exceed the CDPHE limit. However, the Phase 2 ESA explained that there may be additional contaminants, including underground storage tanks elsewhere on the site. Even though the contaminants found were not in excess of state standards, the information provided by the Phase 2 ESA provided enough evidence to meet this blighting factor's threshold.

In addition to soil and groundwater considerations, the former laundromat requires asbestos abatement. Tiles uses in the building must be removed prior to any redevelopment of the property.

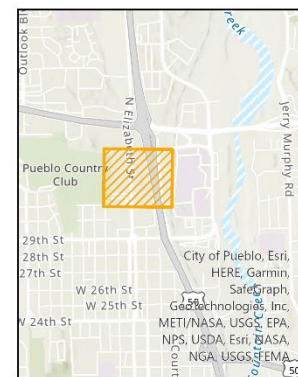
The environmental contamination in the survey area justified the inclusion of this factor in the conditions survey.

Blighting Factor (h) - Endangered Property



Legend

- BF8 Endangered Property
- Pueblo County Parcels
- Hotel Survey Area



Factor (i) – Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities

Description:

This factor refers to conditions that make buildings unsafe and unfit for employees to work in or residents to live in. It shares similarities with the conditions presented in factors one (1), four (4), five (5) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

- Buildings that are dilapidated or deteriorating
- Poor physical design
- Inadequate facilities
- Building code violations (age of the building may justify this condition)

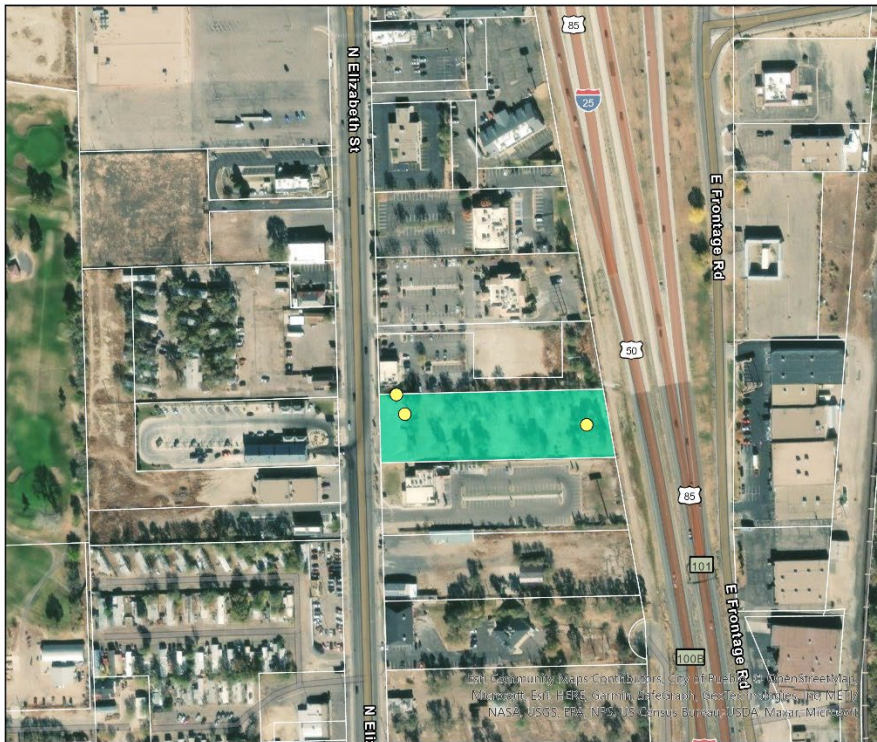
Findings

This analysis focused on structures that were physically dilapidated as evidence of this blighting factor. Fieldwork identified the masonry former dry-cleaning building as one that is deteriorating has poor physical design with uninviting elements.

The masonry building as mentioned in factor 1, has deteriorating elements throughout ranging from foundation concerns to elements on the side of the building. The design of the building is outdated, has limited relation pedestrians, and no interaction with the eastern section of the area. The main design feature of the building is the parking lot which provides some relation to the road.

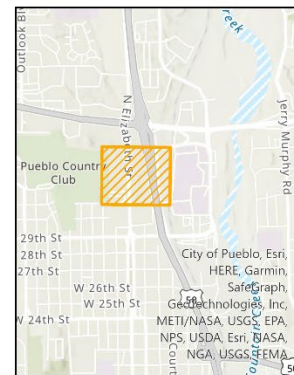
The presence of these conditions justifies the inclusion of this survey.

Blighting Factor (i) - Unhealthy Buildings

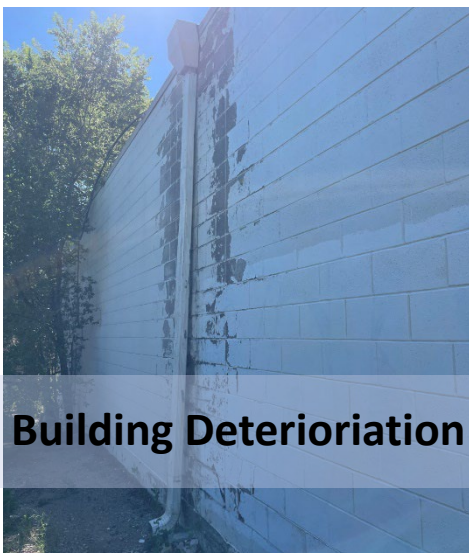


Legend

- BF9 Unhealthy Buildings
- Pueblo County Parcels
- Hotel Survey Area



0 250 500 1,000 US Feet



Building Deterioration



Uninviting Building Design

Factor (j) – Environmental Contamination of Buildings or Property

Description:

This factor refers specifically to the environmental contamination of buildings or property. In this regard, it shares many similarities with factors four (4) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

- The presence of hazardous materials in buildings or property

Findings

As previously described in Factor Four (4) and Factor Eight (8), the survey Area has contaminated soil. In addition to the former gas station and dry-cleaning history, the fieldwork found needles which are a biohazard in the survey area.

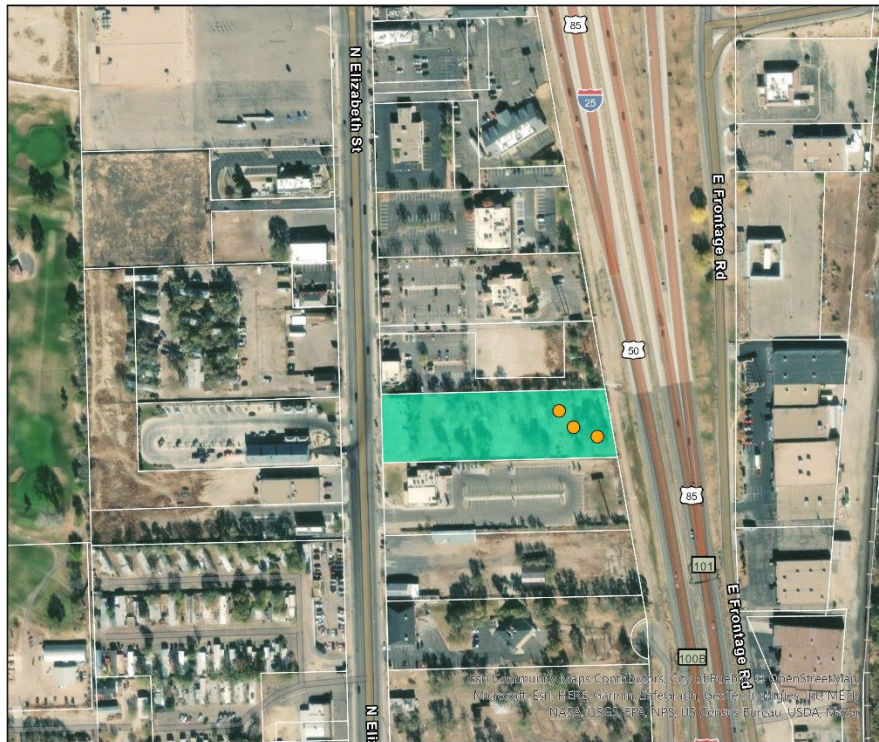
Potential contaminants and storage tank presence were noted by the ESA Phase I conducted and was followed by an ESA Phase II. The ESA Phase I recognized the former dry cleaning and gas filling uses, potential asbestos, radon possibility, and biohazard waste. The ESA Phase I noted storage tank history of the site with tank removal in 1997, along with additional unexpected storage tank findings in 2005.

The ESA Phase II found contaminants, but they did not exceed the CDPHE limit. Even though the contaminants were not found in excess, there was enough to meet the threshold for this blighting factor. New development on the site will require asbestos abatement as well. The abatement will include tile removal in the masonry former dry-cleaning building.

Biohazard materials were found during fieldwork with the presence of needles in the vacant lot eastern section of the site.

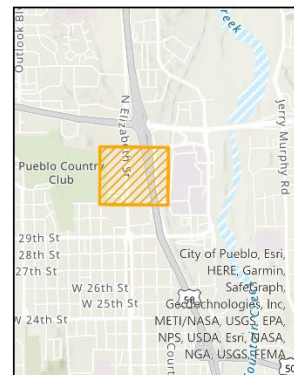
The presence of the various hazardous materials throughout the survey area justified the inclusion of this factor in this conditions survey.

Blighting Factor (j) - Environmental Contamination



Legend

- BF10 Environmental Contamination
- Pueblo County Parcels
- Hotel Survey Area



Former Dry Cleaner



Needle Biohazard

Factor (k.5) – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings
- Underutilized or vacant sites
- Broken or inadequate street lighting

Findings

The survey area is characterized by vacant and underutilized parcels. The land itself is largely vacant, especially the former mobile home park on the property's east side. This former mobile home park is overgrown, and the mobile home pads are visibly deteriorating. As mentioned in Factor 6, overhead utilities and light poles also appeared dilapidated and unused throughout this area.

The property also exhibits vacant buildings. The former dry-cleaning building on the west side of the area is vacant, with broken and boarded up windows and for sale advertisements plastered to its walls. The masonry former dry-cleaning building is empty inside other than components of former clothing racks attached to the ceiling.

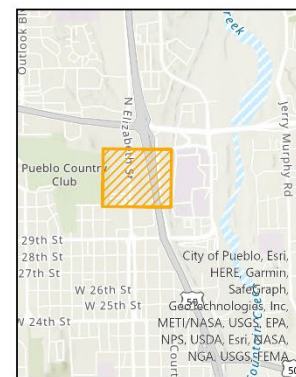
The level of vacancy and underutilization is direct evidence for the inclusion of this blighting factor.

Blighting Factor (k.5) - Underutilization or Vacancy



Legend

- BF11 Underutilization and Vacancy
- Pueblo County Parcels
- Hotel Survey Area



Vacant Property



Underutilized Site



Vacant Building

Conclusion

This Conditions Survey catalogs the presence of statutorily defined blighting factors within the proposed Hotel Urban Renewal Plan area. This report was designed to assist Pueblo URA in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This Conditions Survey identified ten (10) blighted area factors as defined by Colorado's Urban Renewal Law, within the City's municipal limits. The presence of ten blighting factors meets the requirements outlined in (C.R.S. 31-25-104), in which at least four blighting factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The proposed boundary includes a single parcel.

This Conditions Survey finds that the proposed Hotel Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.



Appendix

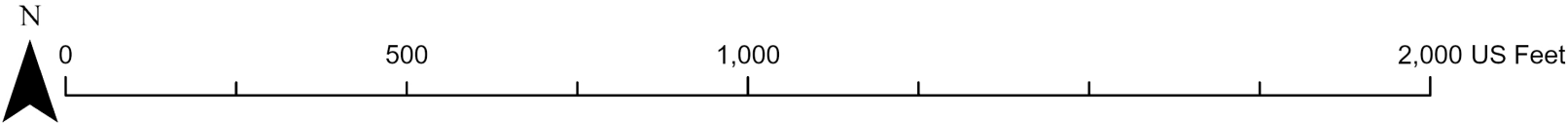
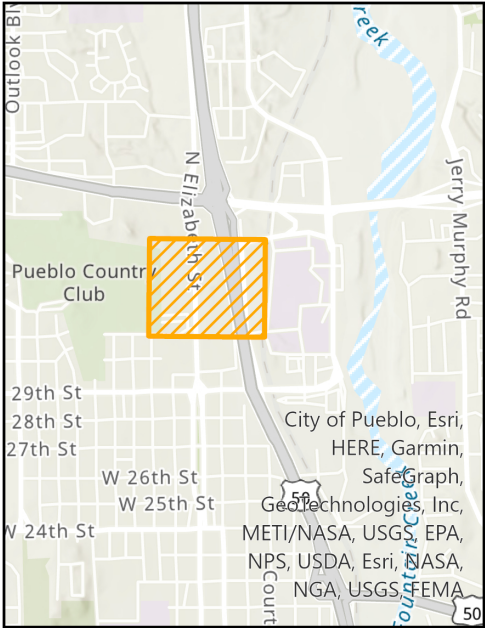
Conditions Survey Maps

Conditions Survey Area



Legend

- Pueblo County Parcels
- Hotel Survey Area

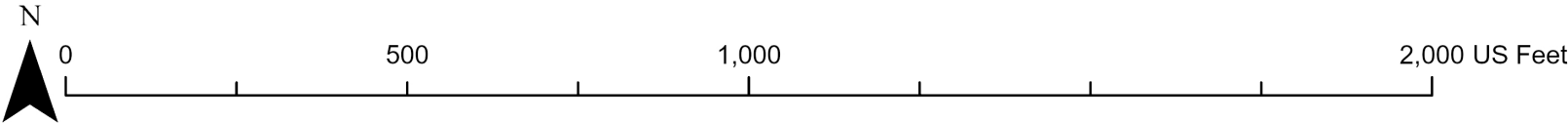
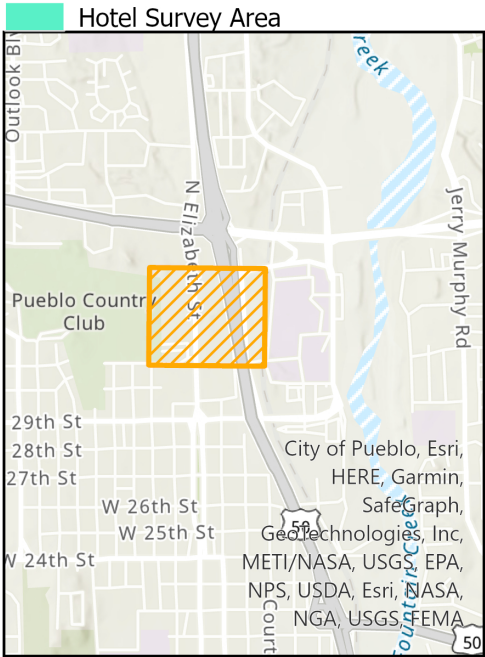


Conditions Survey Area - Blighting Factors Map



Legend

- BF1 Deteriorating Structures
- BF2 Defective Streets
- BF3 Faulty Lots
- BF4 Unsafe/Unsanitary Conditions
- BF5 Site Deterioration
- BF6 Topography and Infrastructure
- BF7 Defective Title
- BF8 Endangered Property
- BF9 Unhealthy Buildings
- BF10 Environmental Contamination
- BF11 Underutilization and Vacancy
- Pueblo County Parcels
- Hotel Survey Area





PIONEER
DEVELOPMENT
COMPANY

we find the way

Hotel Urban Renewal Plan Impact Report

Pueblo Urban Renewal Authority

August 24, 2023



August 28, 2023

City of Pueblo, Colorado

Dear Pueblo Board of Commissioners,

This Impact Report is intended to satisfy the requirements outlined in Colorado's Urban Renewal Law, C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5). According to Statute, the Urban Renewal Impact Report is a supplementary document to the Urban Renewal Plan. It is required if property and/or sales tax are intended to be utilized in the project area for renewal activities. The City of Pueblo's Urban Renewal Authority (PURA) is actively exploring a potential Urban Renewal Plan area titled the "Hotel Urban Renewal Plan". The plan area represents a new Urban Renewal Project that encompasses a single parcel within City limits. A hotel development has been proposed on this parcel, however, blighted area factors have created challenges to its feasibility. PURA has evaluated the project area for Urban Renewal eligibility, and has initiated this Impact Report to forecast tax increment, incentive potential, and impacts on partnering taxing entities. Because the proposed Hotel Urban Renewal Plan intends to utilize tax increment financing (TIF) within the project area, an Impact Report is required prior to adopting the Plan.

This Impact Report meets the minimum requirements defined by C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5), and has been designed to provide PURA with a realistic forecast of tax TIF that will be generated via blight remediation, investment attraction and redevelopment. The forecast in this report is informed by the proposed development's financial plan and pro forma. This information is supplemented by interviews with PURA Staff and regional market analysis. The forecasts are intentionally designed to be conservative estimates and reflect community development needs that have been highlighted by this Board and the public. All forecasts are designed to show a "maximum impact scenario", meaning that all potential TIF is quantified, and all possible millage rates and sales tax rates have been leveraged towards increment generation. This design is intended to forecast the Plan's maximum possible TIF generation and provide each taxing entity with an impact assessment.

The goal of this report is to provide PURA with a realistic forecast of impacts to better inform negotiations with impacted taxing entities and ensure that the Hotel Urban Renewal Plan succeeds in bringing about the renewal expected by the community.

Sincerely,

Andrew Arnold, AICP
Founder | Principal
Pioneer Development Company
Durango, Colorado

CC: Jerry Pacheco and Cherish Deeg

Table of Contents

Executive Summary.....	3
Hotel Urban Renewal Plan Impact Report:	3
Summary Tables and Charts:	5
Hotel Urban Renewal Plan Summary.....	6
Project Area Existing Conditions	6
Tax Area and Millage Rates	6
Zoning Districts	7
Comprehensive Plan	8
Current Assessment of Plan Area	8
Impact Report Methodology.....	9
Forecasting Future Growth	9
Development Assumptions and Feasibility.....	9
Tax Increment Financing Assumptions	10
The But-For Assumption	11
Tax Increment Financing Summary.....	12
Projected Assessment and Phasing	12
Property Tax TIF Projections	12
Hotel Urban Renewal Plan TIF Projections	13
Taxing Entity Impacts	14
Impact Summary	15
Pueblo County.....	16
Revenue Impacts.....	16
Infrastructure and Service Impacts.....	16
County Impact Conclusion	17
Impact Summary on Remaining Taxing Entities	18
Conclusion and Recommendations	19
Appendix	20
Tax Increment Pro Forma	20

Executive Summary

Hotel Urban Renewal Plan Impact Report:

The Pueblo Urban Renewal Authority (PURA) is in the process of creating a new Urban Renewal Plan. This Plan is tentatively titled the “Hotel Urban Renewal Plan”. PURA’s purpose for the Plan is to remediate conditions arresting sound development in the area and attract new private investment. As its name suggests, the Hotel Urban Renewal Plan is intended to facilitate a new hotel development. This development is in the process of submitting to the City for the appropriate entitlements. However, the site exhibits environmental contamination and challenging topography, creating significant financial hurdles, and casting doubt on the project’s feasibility. PURA is now seeking to create a development-specific Urban Renewal Plan area to ensure that these challenging conditions are overcome, and the project remains feasible.

The Hotel Urban Renewal Plan encompasses a single parcel that is bounded by Elizabeth Street and I-25. This parcel was evaluated in August 2023 by PURA for Blighted Area Factors that would make it eligible for Urban Renewal Treatment. That Conditions Survey identified ten (10) blighted area factors within the area. Historic uses ranged from a former mobile home park, to a gas station, to a laundry mat, and now the parcel is currently vacant, underutilized and contaminated. The ten identified blighted area factors exceed the statutory threshold of blighting factors necessary to declare the parcel eligible for Urban Renewal treatment. PURA’s strategy to mitigate these blighted area factors and help make the proposed development feasibility involves leveraging tax increment financing. Statute require that an Impact Report be submitted with a proposed Urban Renewal Plan whenever Tax Increment Financing (TIF) is intended to be utilized within the Plan area. This is reason for this Report.

The Impact Report forecasts commercial development within the Hotel Urban Renewal Plan area over the next 25 years. The timing of development and its tax generation is phased according to development plans provided by PURA for this report. Valuations are derived from comparable commercial sales per SF throughout the regional market, and current Pueblo County assessments of existing Hotel properties. This Impact Report assumes that all new development in the Plan area will follow the City’s zoning and land use code regulations. Specifically, this report does not project any residential development or sales tax generation, but instead forecasts future development assuming the entirety of the Plan area will feature a midscale, hotel development.

After modeling the most probable development forecast, this report quantified the Plan’s assessed value, property tax, and fiscal impacts. The commercial nature of this development did not generate any demographic projections. This information provides estimates regarding the amount of tax increment the Plan will generate over 25 years. Increment estimates are projected for each taxing entity that levies an ad valorem property tax within the Plan area. These tax and demographic impacts were used to evaluate potential fiscal impacts on participating taxing entities.

The following outline and tables summarize the Impact Report’s conclusion and findings. Impacts to taxing entities are categorized as either low, moderate, or high. A detailed methodology, impact analysis and recommendations are provided within the Report that elaborate on the Executive Summary’s findings:

Conclusion:

Impacted taxing entities should support the Hotel Urban Renewal Plan, as its projected benefits to the Pueblo Community and its taxing partners outweigh its costs. These benefits include the remediation of blight, the development of new commercial property, alignment with the City of Pueblo's Comprehensive Plan and Zoning, and new assessed value, property tax revenue once the 25-year renewal project concludes. Tax increment leveraged for these purposes is not expected to create adverse impacts on participating taxing entities. The forecast development will not generate new residents or students and will not require new County infrastructure to be extended or financed.

Specific recommendations to help offset potential impacts are listed below:

- All participating taxing entities should pledge 100% of their millage rate to PURA and this Plan area for the full duration of the Plan.
- All Bond Redemption Levies should be exempt from TIF agreements with PURA.

The Hotel Urban Renewal Plan represents PURA's, the City of Pueblo's, the Pueblo School District's and Pueblo County's commitment to achieving public private partnerships that will facilitate community-minded development. Projected Property Tax Increment generated within this Urban Renewal Plan is described in the table and charts on the following page:

Summary Tables and Charts:

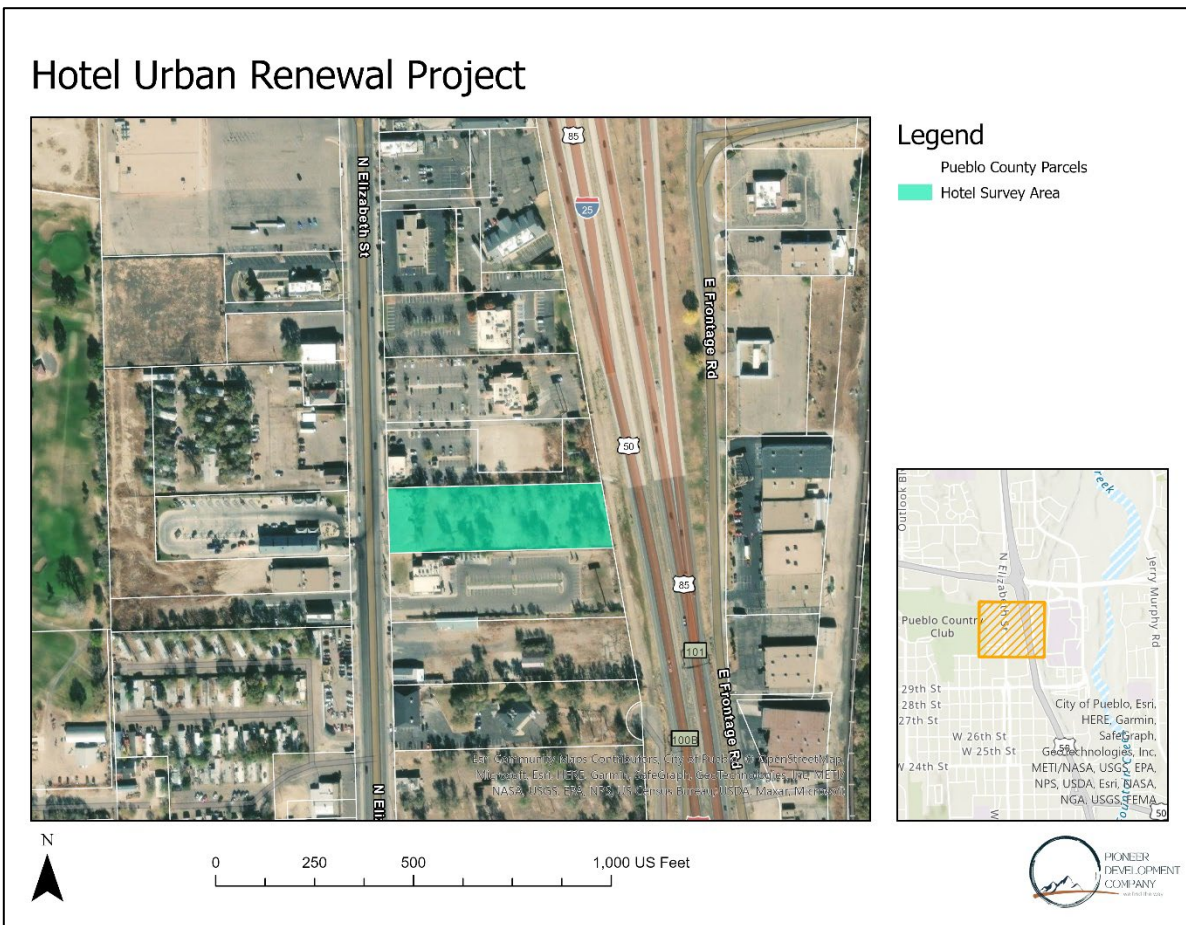
Projected Build-Out Statistics			
Development Type	Units/S.F.	Actual Value	Assessed Value
Commercial	48,660	\$12,165,000	\$2,715,228
Hospitality	48,660	\$12,165,000	\$2,715,228
TOTAL		\$12,165,000	\$2,715,228
Demographics			
Total New Residents	-		
Total New Students	-		

Property Tax Information	
Estimated Base Taxable Value	\$79,010
Total New Taxable Real Property Value	\$2,715,228
Total Net Taxable Value	\$2,636,218

Hotel Urban Renewal Plan Area Value and Tax Generation Comparison			
Taxing Entity Fiscal Impacts	% District's Total AV	% District's Annual Property Tax	Impact Assessment
Pueblo County	0.1%	0.2%	Low
City of Pueblo	0.2%	0.2%	Low
Pueblo School District 60	0.1%	0.2%	Low
Lower Arkansas Valley Water Conservancy	0.2%	0.2%	Low
Pueblo City-County Library District	0.1%	0.1%	Low
South East Water Conservancy	0.1%	0.1%	Low

Hotel Urban Renewal Plan Summary

Project Area Existing Conditions



The Hotel Urban Renewal Plan area encompasses ~2.1 acres within the City of Pueblo. This area includes 1 parcel. The proposed plan area is characterized by vacant land and deteriorating structures. The main building improvement is a former laundromat that is currently abandoned. The property's surrounding area is largely vacant.

Tax Area and Millage Rates

The Plan boundary encompasses property within Pueblo County 60B Tax Area. This area includes six distinct millage rates from taxing entities. These entities include Pueblo County, the City of Pueblo, the Pueblo School District (City), the Lower Arkansas Valley Water Conservancy District, the Southeastern Water Conservancy District, and the Pueblo City-County Library District. This tax area's 2022 certification of mill levies carries a **millage rate of 97.355**. This impact report will analyze impacts on these six taxing districts and assess tax increment generated at their 97.355 overlapping millage rate.

Tax District Name	2023 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
PUEBLO COUNTY	30.436	100%	30.436
CITY OF PUEBLO	15.633	100%	15.633
S.E. WATER CONSV. DISTRICT	0.887	100%	0.887
LOWER ARKANSAS VALLEY WATER CONSV.	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.945	100%	5.945
SCHOOL DISTRICT 60	42.951	100%	42.951
TOTAL	97.355	100%	97.355

Zoning Districts

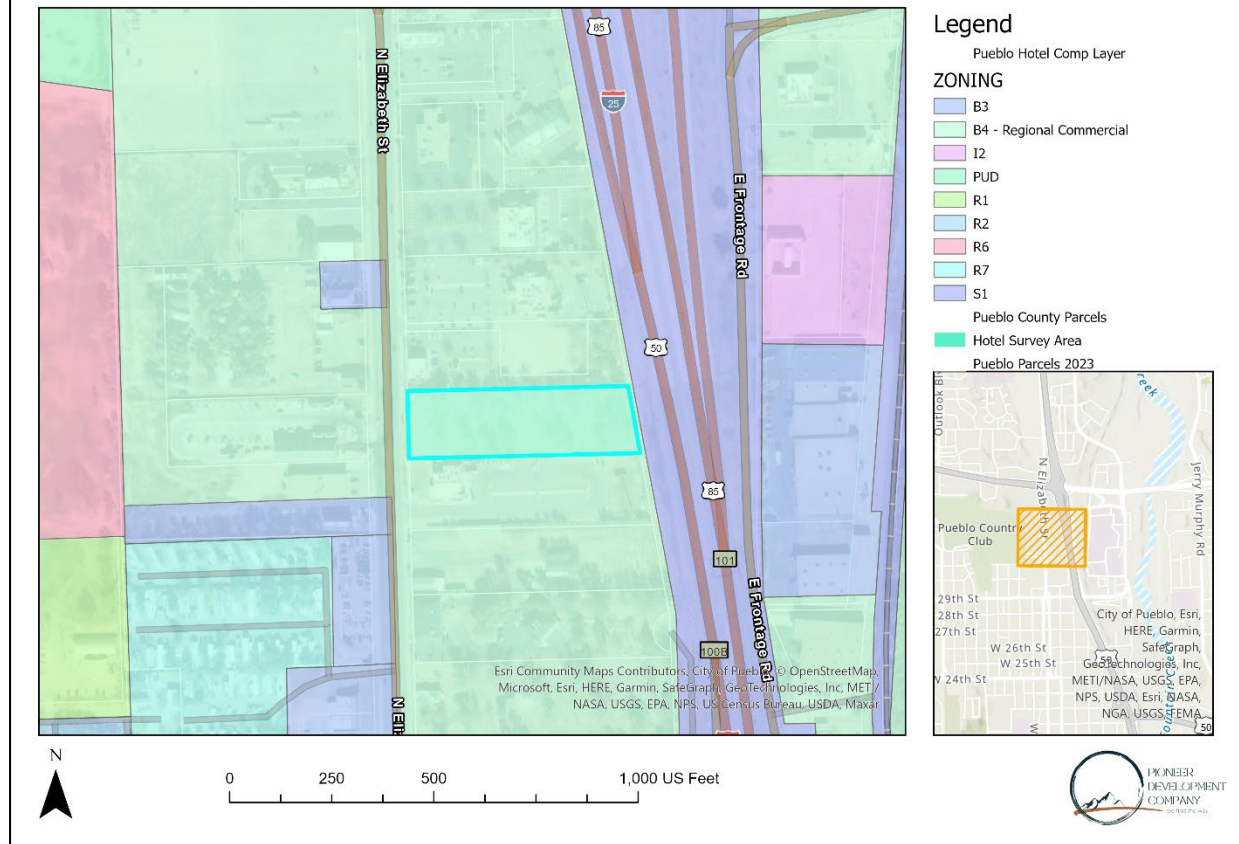
The Hotel Urban Renewal Plan includes one (1) zoning district, the B4 – Regional Commercial District.

According to the City of Pueblo’s Zoning District and Uses, the B-4 Regional Business zoning “provides areas for the location of business and other central services required by the region at large”¹ The uses by right allowed in the B-4 zone district include **hotels**, auditorium, banquet hall, community center, library, museum, office, pharmacy, and other similar commercial uses.

The development forecast within the Hotel Urban Renewal Plan area meets the intent of the City’s zoning districts.

¹ Pueblo Planning & Community Development, Zone District: B-4, p. 2-4-2022, <https://www.pueblo.us/DocumentCenter/View/30870/B-4--12-20-21?bidId=>

Hotel Urban Renewal Project - Zoning Map



Comprehensive Plan

The regional comprehensive plan's future land use map designates this site as a mixed-use activity center. Mixed-use activity centers contribute at the regional scale in addition to encompassing a diversity of use types and connectivity features.

The proposed hotel development aligns with both the comprehensive plan and City's zoning for this property. The properties existing characteristics are not achieving the developments or vision outlined within the City's zoning or comprehensive plan.

Current Assessment of Plan Area

The Plan area includes one (1) parcel. The total equalized assessed value (taxable value) of this parcel, according to the County Assessor's database 2023 valuations², is \$79,010. The total actual value of this parcel, according to the County's Assessor's database 2023 valuations is \$283,176. This Impact Report uses **\$79,010** as the Base Value for all Tax Increment Financing projections.

² As of August 2023

Impact Report Methodology

Forecasting Future Growth

The goal of the Hotel Urban Renewal Plan is to incentivize redevelopment by remediating blighting conditions and spur new investments in public infrastructure, commercial development, and employment opportunities. This Urban Renewal Plan is specifically being positioned to facilitate Hotel Development on this parcel.

One of the tools urban renewal authorities can use to bring about these changes is known as Tax Increment Financing (TIF). TIF is a redevelopment strategy that leverages future tax revenues to incentivize redevelopment for urban renewal activities. Colorado's Urban Renewal Law mandates that urban renewal projects that intend to use TIF for renewal activities submit a supplementary Impact Report to forecast growth within a renewal area and estimate the impacts this growth will have on taxing entities within that area. The impact report's purpose is to ensure that taxing entities that rely on property tax and/or sales tax revenues will not be adversely impacted by the urban renewal project.

Quantifying these impacts requires a forecast of probable growth throughout the project area over the Plan's lifetime. **The Hotel Urban Renewal Plan allows TIF to be collected for up to 25 years, the maximum amount of time authorized by Colorado's Urban Renewal Law.**

This report estimated where and when redevelopment will take place in the Hotel Urban Renewal Plan area by reviewing current development proposals, working closely with the Pueblo Urban Renewal Authority staff, and evaluating market comparables. The projections made by this impact report have been informed by these development proposals, current assessments of comparable Hotels throughout the City of Pueblo, and market studies throughout Pueblo County.

Hotel Development Concept

This report assumes that the Hotel Urban Renewal Plan will attract a mid to upper-midscale Hotel within its boundaries. This use aligns with City Zoning of the parcel. The Impact Report assumes that this Hotel will feature 122 keys (rooms) and improve the surrounding landscaping, providing infrastructure, parking areas and landscaping. The development is assumed to follow comparable price per square foot estimates for hotel construction and yield a taxable value that is similar to other, competing hotels within the area.

Development Assumptions and Feasibility

The development forecast used certain assumptions to predict the type, size, time, and value for this development concept. The assumptions are informed by local market studies, the development plan, urban renewal best practices and community desires. These assumptions are listed below:

- **Type of Development** – The Hotel Urban Renewal Plan is singularly focused on Hospitality Development. Site Plans have been submitted that detail the type of development being proposed. The proposed hotel is a midscale, affiliated Hotel that offers an extended stay product. This flag (brand) is owned by Choice Hotels. The proposed hotel will feature 122 keys (rooms), 124 parking stalls, and be four stories totaling 48,660 square feet. No residential or sales tax producing commercial development is forecast by this Report.
- **Size of Development** – The scale of the proposed hotel development is larger than existing hotels found throughout the market area. This Report analyzed the hospitality market within Pueblo, identifying seven midscale class hotels within the area. These hotels had ranged from 50

keys to 84 keys, making them significantly smaller than the proposed development. However, the building efficiencies of these existing properties were lower, meaning the total square footage is similar to the proposed hotel development. This report assumes that the local market can support a new midscale hotel featuring 122 keys at this location.

- **Time of Development** – This report assumes that development within the Hotel Urban Renewal Plan area will follow the proposed development plan provided by the developer and PURA. This phasing plan assumes that construction will be completed by the end of 2024 and be assessed by 2025. The Plan will not begin generating increment until 2025, after building improvements have been assessed.
- **Value of Development** – This report estimated the future value of development by comparing existing assessment of hotels within Pueblo, regional market benchmarks, proposed investment totals, and existing comparable properties. Although market benchmarks exhibited a higher price per square foot than this report’s forecast, TIF projections utilized by this model closely followed existing Assessment to comparable or slightly higher-class hotels within the City. The highest assessed value of any hotel within City limits is \$2.5 million in 2023. This report assumes that a new hotel will exceed this maximum, but conservatively estimates a taxable value of \$2,921,979.

Tax Increment Financing Assumptions

As part of Statutory Requirements, this report projects the estimated property tax generation for future development within the Hotel Urban Renewal Plan area. These projections are based on Pueblo County’s 2022 certified assessments of property and the 2023 mill levies associated with the taxing entities present in the project area. The full list of taxing entities and their associated millage rates are tabulated below:

Hotel Urban Renewal Plan Mill Levies			
Note:	TIF Percentages are assumed to be 100% for the Impact Report		
Tax Area(s): 60B			
<u>Tax Entity</u>	<u>2022 Mill Levy</u>	<u>TIF Agreement %</u>	<u>TIF Eligible Mill Levy</u>
PUEBLO COUNTY	30.436	100%	30.436
CITY OF PUEBLO	15.633	100%	15.633
S.E. WATER CONSV. DISTRICT	0.887	100%	0.887
LOWER ARKANSAS VALLEY WATER CONSV.	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.945	100%	5.945
SCHOOL DISTRICT 60	42.951	100%	42.951
Total	97.355	100%	97.355

This report assumes that all impacted taxing entities will pledge 100% of their millage rate to the Urban Renewal Project. This assumption is required to project the maximum impact this renewal plan area will have on the City and partnering entities³. Property tax projections made by this report assume that the number of taxing entities, as well as their millage rates, will remain unchanged over the project's lifetime.

Tax increment assumptions are based on the above mill levies and assumes that the project area's starting base value is \$79,010. This report projects that both the project base and all future development will appreciate at a rate pegged to inflation. This report assumes that the inflation rate will average 2% over the project's lifetime. This report adjusts the Plan area's base biennially for TIF projections.

The But-For Assumption

The final assumption made in this report is that the type, size, and value of new development would not occur but for the Hotel Urban Renewal Plan and the Pueblo Urban Renewal Authority. The goal of this urban renewal plan is to incentivize development through a variety of tools, TIF being just one example, where new investments manifest throughout the Plan area because of the URA's efforts. All tax increment estimates must be considered revenue that is generated because of the URA's efforts to attract and facilitate redevelopment in the Plan area. The Hotel Urban Renewal Plan Conditions Survey identified ten statutorily defined blighting factors within the Plan area that impair and arrest sound development. The renewal project will remediate these conditions and bring about development that is desired by the Pueblo community. A hotel development is a higher and better use than a vacant, contaminated parcel, and one that also aligns with the City's zoning district overlaying the property. Because of this, future incremental revenues should not be considered property tax that is diverted by the area's taxing entities. Instead, these incremental revenues should be perceived as a future tax base that would not exist but for the creation of the Hotel Urban Renewal Plan.

³ This report does consider previously signed TIF agreements with partner taxing entities.

Tax Increment Financing Summary

This Report forecasts the Plan's development over the next 25 years and projects its assessed value and taxable revenue. These projections were used to estimate the amount of property tax increment generated within the Plan area if the urban renewal project is successful. Projections are based on the methodology outlined in Section Two "Impact Report Methodology".

Projected Assessment and Phasing

The assessed valuation for the projected development is estimated by this report. The following table describes the estimated number of years it will take to absorb the development, its first assessment year, total square footage of the development, \$ per SF and its total taxable value (Equalized Assessed Valuation).

Commercial Development					
<u>Type of Development</u>	<u>SF</u>	<u>\$ Per SF⁴</u>	<u>Estimated Taxable Value</u>	<u>Absorption Years</u>	<u>First Year of Assessment</u>
Hospitality	48,660	250	\$2,715,228	2	2025

Property Tax TIF Projections

This Impact Report estimated the Hotel Urban Renewal Plan's future TIF revenue over the next 25 years in accordance with C.R.S. 31-25-107(3.5)I-V. These estimates are used to determine the property tax revenue likely to be generated by new developments within the Plan area. The report assumes this tax revenue is the result of the Pueblo Urban Renewal Authority's efforts to remediate blight and attract new investments within the Plan area.

Property tax TIF is estimated by comparing the Plan area's base value against its projected new improvement value. These assessed values each generate tax revenue based on the current millage rate of taxing entities within the Plan area. The base value's property tax revenue is not impacted by urban renewal projects. The new improvement's tax revenue, however, is the result of the urban renewal plan. This new revenue is known as "increment".

The property within the Urban Renewal Plan has a current assessed value of \$79,010. The Report estimates that new improvements within the Plan area will add an additional \$2,715,228 in assessed property value.

Development in the Plan is modelled according to its first assessment year, taxable value, and absorption schedule. The Report then applies tax district millage rates to both existing and new improvements within the plan area. Tax revenue generated by new improvements is incremental revenue. These revenues can be utilized by PURA for urban renewal activities within the Plan area.

Incremental revenue is also determined by TIF-sharing agreements signed between the Pueblo Urban Renewal Authority and the impacted entities that levy taxes within the Hotel Urban Renewal Plan area. This report assumes that all taxing entities have pledged 100% of their millage rates to support the Hotel Renewal Plan.

The following charts and tables illustrate the Plan's 25-Year TIF Projections:

⁴ Adjusted for Regional Assessments of Actual Value.

Hotel Urban Renewal Plan TIF Projections

Property TIF Estimates		
Base Value of Plan Area	\$79,010	
Total New Taxable Real Property Value	\$2,715,228	
Total Net Taxable Value	\$2,636,218	
Total TIF Revenue (Gross 25 Years)	\$7,022,058	
Annual TIF Revenue (25-Year Average)	\$270,079	
	Estimated Property Taxes	Estimated Tax Increment
<u>Taxing District</u>	25 Years	25 Years
PUEBLO COUNTY	\$2,265,913	\$2,195,308
CITY OF PUEBLO	\$1,163,853	\$1,127,588
S.E. WATER CONSV. DISTRICT	\$66,036	\$63,978
LOWER ARKANSAS VALLEY WATER CONSV.	\$111,896	\$108,409
PUEBLO CITY-COUNTY LIBRARY DISTRICT	\$442,566	\$428,776
SCHOOL DISTRICT 60	\$3,197,636	\$3,097,999
TOTAL	\$7,247,900	\$7,022,058

Taxing Entity Impacts

Assessing an Urban Renewal Plan's impacts on partnering taxing entities requires careful consideration of the revenue, services and infrastructure required to achieve that plan's goals. These impacts also need to consider the purpose of the Urban Renewal Plan. In addition to remediating blighting conditions, an Urban Renewal Plan typically is designed to bring about a public good, either in the form of public amenities or infrastructure, a specific type of development, additional housing, or employment.

The Hotel Urban Renewal Plan area is intended to facilitate the development of a hotel on a single parcel. This parcel was found to exhibit ten of eleven statutorily defined blighting factors. Its historic uses have left the site vacant, underutilized, deteriorated and even contaminated. The proposed development represents a higher and better use for the property, one that aligns with the City's zoning district and land use development code. The use would also generate new commercial property tax and lodging tax, while also providing travelling businesspeople, families, and tourists an opportunity to stay and enjoy Pueblo. The Hotel Urban Renewal Plan is intended to help alleviate these blighting conditions and provide incentives to make the hotel a feasible and successful development.

The Hotel Urban Renewal Plan and its proposed development aligns with the City of Pueblo's Comprehensive Plan, its zoning districts, and the community's stated goals and visions for the property. The proposed development will not generate new housing, and therefore will not create impacts associated with new residents or students. Instead, this development represents a highly valued commercial development. The Hotel Urban Renewal Plan represents a public private partnership that will eliminate blighting factors and attract significant investment to the City.

This public private partnership needs to be weighed against the possible fiscal impacts caused by the Urban Renewal Plan on partnering taxing entities. Colorado's Urban Renewal Law is direct in C.R.S. 31-25-107(3.5)I-V, when it lists requirements for Urban Renewal Impact Reports to evaluate potential impacts on effected taxing entities. The statute requires that the report examine County impacts in particular, stating the following:

- An estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- Any other estimated impacts of the urban renewal project on county services and revenues.

This section will answer these requirements directly about the Hotel Urban Renewal Plan's impacts to Pueblo County. This section will also address the Plan's impacts to the City of Pueblo, the Pueblo School District, the City of Pueblo, and the remaining three taxing entities within the Plan area. Because the proposed area is a single parcel that proposes only commercial development, only assessed value and revenue impacts are analyzed for these taxing entities. The Plan does not propose new residential units, and therefore will not generate new residents or students.

Impact Summary

The Hotel Urban Renewal Plan includes six (6) taxing districts. All six levy a property tax within the Plan area. These districts include: Pueblo County, the City of Pueblo, the Pueblo School District (City), the Lower Arkansas Valley Water Conservancy District, the Southeastern Water Conservancy District, and the Pueblo City-County Library District.

The table below provides a comparison between the Project and all six taxing entities based on value and annual revenue collection. It provides a snapshot that demonstrates the Project's value and tax generation potential relative to each district. Specifically, it compares the Hotel Urban Renewal Plan's assessed value (AV) and average annual property tax to these six taxing entities. The comparison represents a snapshot in time, contrasting the taxing entities' 2023 AV, budgeted property tax with the Plan's completed AV, and its average property tax. The reason for this comparison is to determine if the Plan area's Assessed Value and Increment generated is significant at each taxing entity's AV or millage rate. This report qualifies "significance" as any Plan metric that is 10% or more than its associated taxing entity metric.

The table below summarizes this comparison. All comparisons over 10% are highlighted in red, as this represents a High Impact relative to assessed value and revenue. All comparisons greater than 5% but less than 10% are highlighted in brown. This percentage range represents a moderate impact to assessed value and revenue collections. Both high and moderate impacts indicate a need for PURA and the associated taxing entity to carefully assess the project's benefits and costs when drafting a tax increment financing agreement.

The Impact Assessment categories, which range from Low, Moderate, High, represent this report's Impact conclusion based on the quantitative comparison and additional measures explained in the following sections.

Hotel Urban Renewal Plan Area Value and Tax Generation Comparison			
Taxing Entity Fiscal Impacts	% District's Total AV	% District's Annual Property Tax	Impact Assessment
Pueblo County	0.1%	0.1%	Low
City of Pueblo	0.2%	0.2%	Low
Pueblo School District 60	0.1%	0.2%	Low
Lower Arkansas Valley Water Conservancy	0.2%	0.2%	Low
Pueblo City-County Library District	0.1%	0.1%	Low
Southeast Water Conservancy	0.1%	0.1%	Low

The Report did not find any moderate or high impacts to value or revenue generated by the Hotel Urban Renewal Plan and its forecasted tax increment. The fact that the proposed development is a Hotel, and will not generate any residential units, new residents, or students, implies that impacts beyond fiscal impacts are also low to each taxing entity. PURA and its associated taxing entities are encouraged to draft TIF agreements that ensure the Hotel Urban Renewal Plan achieves its goal in remediating blight and making the hotel project feasible.

Pueblo County

Revenue Impacts

Pueblo County imposes a mill levy of 30.436 within the Hotel Urban Renewal Plan area. This levy is a significant revenue source for the County's operations and funds. According to County's 2023 budget, net property taxes account for 24.3% of its General Fund revenue. 2023 Property tax revenue for Pueblo County is budgeted for \$61,920,128.

To quantify potential revenue impacts to the County, this report compared the projected annual property revenue within the renewal project to the County's budgeted property revenue. Projected property tax revenue is derived from new improvements and taxable equipment in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Plan area's annual property tax TIF revenue per the County's millage rate and compared it as a percentage to total property tax revenue collections. This report estimates that the Urban Renewal Plan's property tax increment generated at the County's 30.436 millage rate will account for 0.1% of its annual property tax revenue collections.

Pueblo County	2023 Property Tax Revenue (Budgeted)	Plan Area Estimated Tax Increment (Annual Average)	Percent of Total
Property Tax	\$ 62 Million	\$84,435	0.1%

The Hotel Urban Renewal Plan will last 25 years. Over that time, the new improvements incentivized by this Plan will begin to accumulate incremental property tax revenue. These incremental property tax revenues represent a revenue stream that can be remitted to the PURA in accordance with law and pursuant to a TIF agreement in support of its remediation and redevelopment efforts in the Plan area.

The Plan area's projected development accounts for only 0.1% of the County's annual property tax revenue collections, when averaged. This report does not find this level to be fiscally significant to Pueblo County. The County's annual revenue budget, excluding debt proceeds, is \$308,920,964. When compared to the Plan area's annual incremental property tax revenue, this amount is less than 0.03% of the County's budgeted revenue. This means that over the next 25 years, the Urban Renewal Plan will alleviate blight and attract new commercial investment in the form of a hotel, without significantly detracting from the County's revenues.

This report does not identify negative revenue impacts on Pueblo County caused by the Hotel Urban Renewal Plan.

Infrastructure and Service Impacts

The Hotel Urban Renewal Plan is within the City of Pueblo's municipal limits. The Plan is situated within the existing neighborhood, and access North Elizabeth Street. It is unlikely to require new County infrastructure or services given this location.

Development within the Plan will primarily access North Elizabeth Street, which is owned and maintained by the City. Ingress and egress points accessing the property will be designed and developed as part of the Urban Renewal Plan area. The financing of these improvements will be accomplished

through a combination of developer contributions and tax increment financing. In addition to surface infrastructure, all water, sewer, police and fire services will also be served by the City of Pueblo.

This report did not find evidence that the Hotel Urban Renewal Plan will require improvements to County-owned infrastructure. The Report also did not find evidence that the Hotel Urban Renewal Plan will require Pueblo County to finance infrastructure improvements.

Although Pueblo County does provide services to Pueblo City residents, this plan is not projected to generate any new housing or new residents. The projected development is strictly commercial and will be a Hotel. This type of development will require water, sewer, and other utility services, in addition to fire protection. However, these services will be provided by the City and other taxing entities. For these reasons, this Report did not identify any significant impacts on Pueblo County services caused by this Plan.

County Impact Conclusion

This report concludes that the Hotel Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County revenue, infrastructure, or services.

Impact Summary on Remaining Taxing Entities

The Hotel Urban Renewal Plan is designed to remediate blight and incentivize a hotel development. The Plan area includes a single parcel and will facilitate commercial development. The Plan will generate new residents or students. TIF projections indicate that annual property tax collections are less than 1% for all associated taxing entities' annual property tax collections. The fact that this project is strictly a commercial development, a single parcel, and generates an insignificant amount of annual property tax relative the taxing entities annual budgets, the Report concludes that there are no negative impacts forecast for the partnering taxing entities. These taxing entities include the City of Pueblo, the Pueblo School District, the Southeast Water Conservancy District, the Lower Arkansas Valley Conservancy District, and Pueblo County-City Library District.

The Hotel Urban Renewal Plan is designed to remove blighting factors, attract investment, and promote development that is in alignment with the City's Comprehensive Plan and Zoning Districts. The Hotel Urban Renewal Plan will provide these benefits without negatively impacting partnering taxing entities. This Report suggests that the partnering taxing entities that are not impacted support this renewal project as it will advance Pueblo Comprehensive planning goals for the area and generate a positive impact on the Pueblo Community.

Conclusion and Recommendations

The Pueblo Urban Renewal Plan represents a creative and proven approach Urban Renewal in Colorado and in the City of Pueblo. This Plan targets a singular parcel where a private developer has proposed a hotel development. This development is being jeopardized, however, by challenging “blighting factors” afflicting the property. The Conditions Survey identified ten blighted area factors on this site, many of which contribute to significant development costs. The Hotel Urban Renewal Plan will help eliminate the blighting factors identified in the Conditions Survey, which will remove barriers to development in the area. The development and the blight remediation will likely require tax increment financing to make the project viable and ensure its success.

This report finds that the Plan will not generate significant impacts to any of the six partnering taxing entities that levy a mill within the 60B Tax Area.

This report recommends the following:

- All participating taxing entities should pledge 100% of their millage rate to PURA and this Plan area for the full duration of the Plan.
- All Bond Redemption Levies should be exempt from TIF agreements with PURA.

This report only recommends TIF sharing agreements that will provide PURA with the funds it needs to financially support the Hotel Urban Renewal Plan. Proper TIF sharing agreements will ensure this development remediates blight and attracts investment that match community desires, without adversely impacting PURA’s partners.



Appendix

Tax Increment Pro Forma

Hotel Urban Renewal Plan																											
Combined Annual Proforma		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Absorption Schedule																											
Residential		-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Commercial		-	-	48,660	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Residential Units		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Commercial SF		-	-	48,660	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Project Total Value																											
Residential		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Commercial		\$ -	\$ -	\$ 12,165,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Residential Actual Value		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Commercial Actual Value		\$ -	\$ -	\$ 12,165,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Project Taxable Value																											
Residential Ratio	6.80%																										
Commercial Ratio	27.9%																										
Assessor % Reduction	80%																										
Residential Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Commercial Taxable Value		\$ -	\$ -	\$ 2,715,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Project Assessed Value (Taxable Value)		\$ -	\$ -	\$ 2,715,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Estimated Increment																											
Annual NET AV (Assessed Value)		\$ -	\$ -	\$ 2,715,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Inflation Factor	2%																										
Total NET AV (Inflation Adjusted)		\$ -	\$ -	\$ 2,769,533	\$ 2,769,533	\$ 2,824,923	\$ 2,824,923	\$ 2,881,422	\$ 2,881,422	\$ 2,939,050	\$ 2,939,050	\$ 2,997,831	\$ 2,997,831	\$ 3,057,788	\$ 3,057,788	\$ 3,118,943	\$ 3,118,943	\$ 3,181,322	\$ 3,181,322	\$ 3,244,949	\$ 3,244,949	\$ 3,309,848	\$ 3,309,848	\$ 3,376,045	\$ 3,376,045	\$ 3,443,566	\$ 3,443,566
Estimated Base																											
Existing Taxable Value		\$ 79,010	\$ 79,010	\$ 80,590	\$ 80,590	\$ 82,202	\$ 82,202	\$ 83,846	\$ 83,846	\$ 85,523	\$ 85,523	\$ 87,233	\$ 87,233	\$ 88,978	\$ 88,978	\$ 90,758	\$ 90,758	\$ 92,573	\$ 92,573	\$ 94,424	\$ 94,424	\$ 96,313	\$ 96,313	\$ 98,239	\$ 98,239	\$ 100,204	\$ 100,204
Inflation Factor	2%																										
Incremental Taxable Value		\$ -	\$ -	\$ 2,688,942	\$ 2,688,942	\$ 2,742,721	\$ 2,742,721	\$ 2,797,576	\$ 2,797,576	\$ 2,853,527	\$ 2,853,527	\$ 2,910,598	\$ 2,910,598	\$ 2,968,810	\$ 2,968,810	\$ 3,028,186	\$ 3,028,186	\$ 3,088,750	\$ 3,088,750	\$ 3,150,525	\$ 3,150,525	\$ 3,213,535	\$ 3,213,535	\$ 3,277,806	\$ 3,277,806	\$ 3,343,362	\$ 3,343,362
Project Sales Tax																											
Sales Tax Rate	3.00%																										
Retail SALES Per SF		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Sales Tax %																											
Total Retail Sales Per SF		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Estimated Annual Sales Tax		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Property Tax TIF Estimates	Plan Yr-->	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Property Tax																											
Total Incremental Taxable Value		\$ -	\$ -	\$ 2,688,942	\$ 2,688,942	\$ 2,742,721	\$ 2,742,721	\$ 2,797,576	\$ 2,797,576	\$ 2,853,527	\$ 2,853,527	\$ 2,910,598	\$ 2,910,598	\$ 2,968,810	\$ 2,968,810	\$ 3,028,186	\$ 3,028,186	\$ 3,088,750	\$ 3,088,750	\$ 3,150,525	\$ 3,150,525	\$ 3,213,535	\$ 3,213,535	\$ 3,277,806	\$ 3,277,806	\$ 3,343,362	\$ 3,343,362
Mill Levy	97.354%																										
Annual Incremental Estimate		\$ -	\$ -	\$ 261,781	\$ 261,781	\$ 267,017	\$ 267,017	\$ 272,357	\$ 272,357	\$ 277,804	\$ 277,804	\$ 283,360	\$ 283,360	\$ 289,027	\$ 289,027	\$ 294,808	\$ 294,808	\$ 300,704	\$ 300,704	\$ 306,718	\$ 306,718	\$ 312,852	\$ 312,852	\$ 319,109	\$ 319,109	\$ 325,492	\$ 325,492
Discount Rate	6.75%																										
NPV	\$2,921,979																										



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: March 11, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING \$71,500 FROM THE UNAPPROPRIATED FUND BALANCE FROM THE GENERAL FUND AND AUTHORIZING THE EXPENDITURE OF THE SAME TO THE MARIPOSA CENTER FOR SAFETY FOR OPERATIONAL COST THROUGH JUNE 2024

SUMMARY:

The proposed Ordinance will budget and appropriate seventy-one thousand five hundred dollars (\$71,500) of unappropriated fund balance from the General Fund, authorizing the expenditure of the same on operational costs at the Mariposa Center for Safety.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Mariposa Center for Safety delivers intervention and prevention services by providing safe, confidential shelter, case management, domestic violence education, court accompaniment, advocacy, and community referral. The purpose of the Mariposa Center for Safety is to reduce the incidence of domestic violence, sexual assault, and human trafficking and empower women and their families.

The Mariposa Center For Safety has requested the City provide additional funding to allow their operations to continue until the new fiscal cycle for grant funding.

FINANCIAL IMPLICATIONS:

The unappropriated fund balance in the General Fund will be reduced by seventy-one thousand five hundred dollars (\$71,500).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10673

AN ORDINANCE BUDGETING AND APPROPRIATING \$71,500 FROM THE UNAPPROPRIATED FUND BALANCE FROM THE GENERAL FUND AND AUTHORIZING THE EXPENDITURE OF THE SAME TO THE MARIPOSA CENTER FOR SAFETY FOR OPERATIONAL COST THROUGH JUNE 2024

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

SECTION 1.

Seventy-one thousand five hundred dollars (\$71,500) of unappropriated fund balance from the General Fund is hereby budgeted and appropriated for the purpose of providing funding to the Mariposa Center for Safety for operational costs.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon approval of the following actions:

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 26, 2024.

Final adoption of Ordinance by City Council on March 11, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 03/18/2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

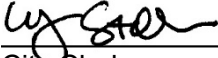
☐ Council did not act to override the Mayor's veto.

☐ 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

Dear President Cliff,



During the January 24, 2022 City Council meeting an ethics complaint was read against Regine Maestre. The reading of the complaint started around the 51 minute mark at around the 55 minute mark the vote took place to dismiss it passed 7-0 to dismiss.

By Regine Maestre voting to dismiss an ethics complaint against herself directly violates the code of ordinance Article III Complaint Procedure Sec 1-9-30 (b).

See Chapter 2 in the code of ordinance for sections 1-2-1 (a) (b) Oath of office violation see Chapter Section 2-8 also violation of Chapter section 3-5 (b) (i)

See C.R.S. 18-8-404 (a) (c) (2) & C.R.S. 18-8-405 (1) (b) (2) for possible violation.

Christina Kongoria
(719) 470-8944