



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

**MONDAY, MARCH 25, 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 Jim Urie, Pueblo Praise

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Recognition Presentation: "2023-24 Colorado State Fair Fiesta Queen and Court" - Erika Cordova, Wendi Adame, Karina Ruiz, Sofia Diaz

E2 Proclamation Presentation: "First Responder Wellness Week: March 25 - 29, 2024" - Joshua Johnson, Emergency Management Coordinator at Pueblo County Sheriff's Office

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated March 11, 2024, as distributed.

J1 City Council Meeting Minutes March 11, 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 \$769,382.60 to Pyramid Construction, Inc., for Project No. 24-030, Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard) setting forth \$153,757.40 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$394,811.76 to LER Inc. dba Renner Sports Surfaces for Project No. 24-034, Elizabeth Street Park - Basketball Courts Replacement, setting forth \$19,738.24 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution authorizing payment in the amount of \$200,000 from project CI2113 - American Rescue Plan Act for the purchase of one Groundmaster Mower and one Pneumatic Tire Forklift for the Department of Aviation, as authorized by Section 603(C)(1)(C) of the American Rescue Plan Act and U.S. Treasury final Rule 31 CFR 35.6
- M4 A Resolution approving an agreement in an amount not to exceed \$150,000 between the City of Pueblo and Brown and Caldwell, Inc., for regulatory assistance and general engineering services and authorizing the Mayor to execute the same
- M5 A Resolution rescinding a construction contract to Central States Roofing and awarding a construction contract in the amount of \$85,235.64 to L.E. Roofing, LLC., for Project No. 23-138A, Roof Replacement - Fleet Building Utility Well (Clarification No. 1), setting forth \$12,814.36 for contingencies, and authorizing the Purchasing Agent to execute same
- M6 A Resolution authorizing payment in the amount of \$150,000 from Project CI2113 - American Rescue Plan Act for the purchase of three Ford Maverick hybrid trucks and one Ford F-150 for the Department of Parks and Recreation, as authorized by Section 603(c)(1)(c) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6
- M7 A Resolution approving Amendment No. 1 to the Professional Architectural Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Hurtig, Gardner, Froelich, Architects, Inc., a Colorado Corporation, in the amount of \$64,053.00 for 22-095, Architectural Consultant for Design of City Park Tennis Court Restrooms, and authorizing the Purchasing Agent to execute same
- M8 A Resolution awarding an agreement for Professional Consulting Services in the amount of \$50,000 to Iconergy LTD under Project No. 23-158 Consultant for City of Pueblo Development of EV Infrastructure
- M9 A Resolution awarding a construction contract in the amount of \$22,962.50 to Cedar Ridge Landscape, Inc., for Project No. 24-022, Concrete Improvements - Lynda Lane and Northridge Drive, setting forth \$3,537.50 for contingencies, and authorizing the Purchasing Agent to execute same
- M10 A Resolution awarding a construction contract in the amount of \$19,403.32 to Finsterwald Landscaping and Irrigation for Project No. 24-032, Highway 47 and Troy Landscaping, setting forth \$3,880.68 for contingencies, and authorizing the Purchasing Agent to execute same
- M11 A Resolution awarding a construction contract in the amount of \$18,387.60 to Cedar Ridge Landscape, Inc., for Project No. 24-044, Concrete Improvements - Colgate Lane and Fordham Circle, setting forth \$2,800.40 for contingencies, and authorizing the purchasing agent to execute same

- M12 A Resolution transferring \$5,000.00 from account Project No. CI2121, 18th Street Extension and \$5,059.00 from account no. CIAN22 - Roof Maintenance and Repair to account Project No. CI2327 - Whitlock Plant Outflow Repairs, awarding Contract Amendment No. 2 in the amount of \$10,059 to Parker Excavating, Inc., for Project No. 23-110, Whitlock Plant Outflow Emergency Culvert Repairs, and authorizing the Purchasing Agent to execute same
- M13 A Resolution authorizing the filing of applications with the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for federal transportation assistance authorized by Chapter 53 of Title 49 of the United States Code and any other Federal Statutes administered by the Federal Transit Administration
- M14 A Resolution to approve Amendment No. 1 to the revocable permit dated May 14, 2021, issued to the Pueblo City - County Library District, for the purpose of installing two 6'W x 4'H illuminated sign cabinets on the existing retaining wall
- M15 A Resolution authorizing the issuance of a revocable permit (REV-23-46) to Black Hills Energy Colorado Electric, LLC, for the use of a portion of the right-of-way on the East/South side of Victoria, approximately 8'3" in width and a portion of the right-of-way approximately 8'7" in width along the North/East side of D Street.
- M16 A Resolution approving a partial release of a drainage easement in the Park West Business Campus Ninth Filing Subdivision to facilitate the Cottages at Park West Subdivision, a Special Area Plan
- M17 A Resolution confirming the appointment by the Mayor of John Wark to complete a three-year term expiring September 30, 2026 on the Pueblo Memorial Airport Advisory Committee
- M18 A Resolution confirming the reappointment by the Mayor of Mike Carlisle to serve a three-year term expiring April 1, 2027 on the Fire Board of Appeals
- M19 A Resolution adopting the policy and procedure for City Council mileage reimbursement.
- M20 A Resolution to unobligate \$377,816.53 from ten projects in Project CI2113 - American Rescue Plan Act for the purpose of reobligating the funds as authorized by the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.
- M21 A Resolution amending the legislative procedures and rules of the Pueblo City Council to implement parental leave for City Council Members
- M22 A Resolution authorizing funds in the amount of \$1,123,811.89 from the Black Hills Energy Underground utility fund to be expended for relocating overhead electric facilities underground for the I-25/US-50B interchange project

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance budgeting and appropriating \$721,825 from unappropriated fund balance from the Sewer User Fund, establishing Project WW2403 WRF Master Plan, and approving an agreement in the amount of \$721,825 between the City of Pueblo and Brown and Caldwell Inc. for professional services associated with updating the James R. Dilorio Water Reclamation Facility Master Plan for the City of Pueblo and authorizing the Mayor to execute same
- N2 An Ordinance approving and accepting a grant from the Colorado Department of Labor and Employment in the amount of \$271,889.00 to develop and expand training and work-based programs for reskilling, upskilling, and next-skilling individuals and households adversely affected by COVID; authorizing the Mayor to sign the grant agreement, establishing Project No. CI2329, and budgeting and appropriating \$271,889.00 to Project

No. CI2329

- N3 An Ordinance establishing Project Account CI2428 - Fabricate and Install New Signage for MLK Bypass, transferring \$40,000 from the unappropriated fund balance of the General Fund, and budgeting and appropriating said funds in the amount of \$40,000 to Project Account CI2428
- N4 An Ordinance approving a lease agreement between the City of Pueblo, Colorado Municipal Corporation, and Professional Bull Riders, Inc., a Colorado Corporation, regarding the lease of approximately 5,778 square feet of administrative office space in the building located at 101 W. Riverwalk Place, Pueblo, CO 81003 to house the City's Law Department
- N5 An Ordinance amending Chapter 4 of Title IV of the Pueblo Municipal Code relating to plumbing regulations and adopting by reference portions of the 2023 Colorado Plumbing Code established by the Colorado State Plumbing Board, and the 2021 International Plumbing Code, the 2021 International Residential Code, and the 2021 International Swimming Pool and Spa Code, all published by the International Code Council, Inc., and the 2013 NFPA 24 Standard for the Installation of Private Fire Service Mains and their Appurtenances published by the National Fire Protection Association and providing penalties and remedies for the violation thereof
- N6 An Ordinance amending Chapter 3 of Title IV of the Pueblo Municipal Code relating to electrical regulations and adopting by reference portions of the 2023 National Electrical Code published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts 02169-7471, and the 2003 International Code Council Electrical Code Administrative Provisions published by The International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478-5795, and providing penalties and remedies for the violation thereof
- N7 An Ordinance accepting funds in the amount of \$60,000 from El Camino Homeowners Organization, Inc., a Colorado Nonprofit Corporation, for costs associated with traffic calming, landscaping, and other roadway improvements on Bandera Parkway, establishing account Project CI2427 - Bandera Parkway Traffic Calming Improvements and budgeting and appropriating funds in the amount of \$60,000 into said account.

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 April 08, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to the Southern Colorado Press Club in the amount of \$1,000 to sponsor a table at the Sheep Dip event on April 4, 2024
- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Juneteenth Organization of Pueblo in the amount of \$1,000 to sponsor the 2024 Juneteenth event and commemorative journal
- Q3 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to El Movimiento Sigue in the amount of \$2,000 to sponsor the 2024 Cinco de Mayo Event
- Q4 A Resolution authorizing payment from the Council Contingencies account in the 2024

general fund budget to The Boys & Girls Club of Pueblo in the amount of \$1,000 to sponsor The PLACE Community Block Party on Tuesday, April 30, 2024 from 4-7 pm on Orman Avenue

- Q5 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to The ARC of Pueblo in the amount of \$400 to sponsor a table at the Golden Tortilla event on Friday, April 19th, 2024, at the Pueblo Convention Center

R. ORDINANCES – FINAL PRESENTATION

- R1 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 - *Introduced March 11, 2024 by Councilor Roger Gomez*
- R2 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 - *Introduced March 11, 2024 by Councilor Roger Gomez*
- R3 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 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 into Project Account CI2422 - Fire Station 1 Land Procurement, and (7) authorizing the Mayor to execute all documents necessary to facilitate the transactions described herein - *Introduced March 11, 2024 by Councilor Roger Gomez*
- R4 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. - *Introduced March 11, 2024 by Councilor Roger Gomez*
- R5 An Ordinance amending the Fiscal Year 2024 Staffing Ordinance by adding three (3) full-time positions to the authorized staffing of the Law Department - *Introduced March 11, 2024 by Councilor Roger Gomez*
- 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 March 11, 2024 by Councilor Dennis Flores*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance approving the Quiktrip 4298 Subdivision, Filing No. 1, A Special Area Plan - *Introduced March 11, 2024 by Councilor Roger Gomez*
- S2 An Ordinance approving a Special Area Plan for the QuikTrip 4298, Subdivision Filing No. 1 - *Introduced March 11, 2024 by Councilor Roger Gomez*
- S3 An Ordinance vacating a portion of the alley within Block 38, Irving Place, 2nd Filing

Subdivision - *Introduced March 11, 2024 by Councilor Roger Gomez*

T. COMMUNICATIONS

T1 A Citizen filed an Ethics Complaint against Councilor Regina Maestri

U. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MARCH 11, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Mark Aliff called the meeting to order at 7:25 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, Charles Hernandez, 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, City Attorney Carla Sikes, City Clerk Marisa Stoller.

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

- Jessie Garcia - Public Soccer Fields/City Parks

- Ted Freeman - A New City Government
- Elvis Martinez - City Council/Campaign Finance
- Augustine Garcia - Taxes, Needle exchange
- Frank Cirullo - Restitution
- Dianne Danti - Legislation Offices

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Mayor Graham honored Chief Barb Huber, who is being recognized with an award. She also reviewed that R5 will help the timely hiring of police officers.

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Hernandez, moved to remove M15 from the agenda and to postpone R6 to the March 25, 2024 agenda and approve the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

Councilor Martinez, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **February 26, 2024** and the Special Meetings dated **February 20 and 22, 2024** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

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

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDED 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

This Resolution was assigned as 15524.

- M2 A RESOLUTION AWARDED 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**

This Resolution was assigned as 15525.

- M3 A RESOLUTION AWARDED 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**

This Resolution was assigned as 15526.

- M4 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**

This Resolution was assigned as 15527.

- 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**

This Resolution was assigned as 15528.

- M6 A RESOLUTION AWARDED 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**

This Resolution was assigned as 15529.

- M7 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**

This Resolution was assigned as 15530.

- 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

This Resolution was assigned as 15531.

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

This Resolution was assigned as 15532.

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

This Resolution was assigned as 15533.

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

This Resolution was assigned as 15534.

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

This Resolution was assigned as 15535.

M13 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF GINA LOPEZ FERGUSON AND DANIEL MCHENRY TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as 15536.

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

This Resolution was assigned as 15537.

M15 A RESOLUTION SUPPORTING COLORADO HB24-1027 – EXEMPTION FOR CHILDREN'S PRODUCTS AND URGING THE STATE LEGISLATURE TO

ENACT THE SAME

This item was removed from the agenda.

M16 A RESOLUTION SUPPORTING COLORADO HB24-1237 – PROGRAMS FOR THE DEVELOPMENT OF CHILD CARE FACILITIES AND URGING THE STATE LEGISLATURE TO ENACT THE SAME

This Resolution was assigned as 15538.

M17 A RESOLUTION SUPPORTING COLORADO HB24-1223 - IMPROVED ACCESS TO THE CHILD CARE ASSISTANCE PROGRAM AND URGING THE STATE LEGISLATURE TO ENACT THE SAME

This Resolution was assigned as 15539.

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

This Resolution was assigned as 15540.

M19 A RESOLUTION OF THE CITY OF PUEBLO IN OPPOSITION TO ACCESSORY DWELLING UNIT PREEMPTIONS IN HB 24-1152

This Resolution was assigned as 15541.

M20 A RESOLUTION BY THE CITY OF PUEBLO IN OPPOSITION TO MANDATORY PARTICIPATION IN THE IMPLEMENTING ENVIRONMENTAL EQUITY AND CUMULATIVE IMPACTS ANALYSES (EECIA)

This Resolution was assigned as 15542.

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

This Resolution was assigned as 15543.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION CONFIRMING THE APPOINTMENT OF CARLA L. SIKES TO THE POSITION OF CITY ATTORNEY

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15544.

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

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

Councilor Gomez, seconded by Councilor Latino, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15545.

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

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15546.

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

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as 15547.

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

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

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

Roll Call - **Ayes:** Councilor Flores, Councilor Hernandez, Councilor Maestri, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino. Motion Passed 4-3.

This Resolution was assigned as 15548.

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

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15549.

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

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Hernandez, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino. Motion Passed 5-2.

This Resolution was assigned as 15550.

R. ORDINANCES – FINAL PRESENTATION

R1 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

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 Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10665.

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

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 Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10666.

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

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

PUBLIC HEARING:

- Mike Saradino appeared in person to speak in favor of this ordinance
- Augustine Garcia appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared in person to speak against this ordinance

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

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

Councilor Gomez, seconded by Councilor Latino, moved to amend the Ordinance to raise the excise tax to 10 percent.

PUBLIC HEARING:

- Ted Freeman appeared in person to speak in favor of the amendment
- Augustine Garcia appeared in person to speak in favor of the amendment
- Elvis Martinez appeared in person to speak against the amendment

Roll Call - **Ayes:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** Councilor Flores, Councilor Hernandez, Councilor Martinez. Motion Passed 4-3.

This Ordinance was assigned as **10667.**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10668.**

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

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

PUBLIC HEARING:

- Augustine Garcia appeared in person to speak in favor of this ordinance

- Ted Freeman appeared in person to speak in favor of this ordinance

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10669**.

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

This item was postponed to the March 25, 2024 agenda.

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.

A staff report and detailed review of the Ordinance was given by Alex Romero, Finance Director.

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 Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10670**.

R8 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE BLUFFS PHASE 1 URBAN RENEWAL PLAN

A staff report and detailed review of the Ordinance was given by Jerry Pacheco, Urban Renewal and John Wark, Developer.

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance

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 Hernandez, Councilor Latino, Councilor Martinez. **Nays:** Councilor Maestri. Motion Passed 6-1.

This Ordinance was assigned as **10671.**

R9 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE NORTH ELIZABETH HOTEL URBAN RENEWAL PLAN

A staff report and detailed review of the Ordinance was given by Jerry Pacheco, Urban Renewal, and Mark Purino, Developer.

PUBLIC HEARING:

- Mark Carmel appeared in person to speak in favor of this ordinance
- Ted Freeman appeared in person to speak against this ordinance
- Deedee Wright appeared in person to speak against this ordinance

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Martinez. **Nays:** Councilor Maestri. Motion Passed 6-1.

This Ordinance was assigned as **10672.**

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

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

PUBLIC HEARING:

- Nicole Ferguson appeared in person to speak in favor of this ordinance
- Amy Rose appeared in person to speak in favor of this ordinance
- Pat Manzaneras appeared in person to speak in favor of this ordinance
- Kat Young appeared in person to speak in favor of this ordinance
- Joe Dotka appeared in person to speak in favor of this ordinance
- Ashley Swold appeared in person to speak in favor of this ordinance
- Justin Heniker appeared in person to speak in favor of this ordinance
- Ted Freeman appeared in person to speak in favor of this ordinance

Seeing no one else 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 Hernandez, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Passed 4-3.

This Ordinance was assigned as **10673.**

S. COMMUNICATIONS

S1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR REGINA MAESTRI

Councilor Maestri recused herself for a conflict of interest.

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

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

A review of the Communication was given by Carla Sikes, City Attorney.

President Aliff, seconded by Councilor Gomez, moved to dismiss the complaint.

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

T. ADJOURN

President Aliff adjourned the meeting at 11:04 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 \$769,382.60 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-030, ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD) SETTING FORTH \$153,757.40 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. 24-030, Asphalt Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of asphalt mill and overlay, crack repair and sanitary sewer large main removal and replacement of Dillon Drive from the north side of the existing RR Bridge to the future roundabout of Eagleridge Boulevard and Dillon Drive. This Resolution awards the construction contract to Pyramid Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding for the asphalt improvements, in the amount of \$479,932.60 plus \$95,067.40 for contingencies will be paid from Project CI2415 Street Rehabilitation.

Funding for the sanitary sewer improvements, in the amount of \$293,450 plus \$58,690 for contingencies will be paid from Project WWAN02 Annual Large Main Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-030 Bid Summary

RESOLUTION NO. 15551

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$769,382.60 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-030, ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD) SETTING FORTH \$153,757.40 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-030, Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard) have been received and examined; and,

WHEREAS, the proposal of Pyramid Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-030, Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-030, Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard), to be performed, and the contract for said project is hereby awarded to Pyramid Construction, Inc., in the amount of \$769,382.60.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$153,757.40

SECTION 4.

Funds for Project No. 24-030, for asphalt improvements, in the amount of \$571,000 (\$475,932.60 + \$95,067.40 for contingencies and additional work) shall be from Project C12415, Street Rehabilitation.

SECTION 5.

Funds for Project No. 24-030, for sanitary sewer improvements, in the amount of \$352,140.00 (\$293,450.00 + \$58,690.00 for contingencies and additional work) shall be from Project WWAN02, Annual Large Main Rehabilitation.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-030 (CI2415, WWAN02)
Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)
RESPONSE DEADLINE: March 8, 2024 at 10:30 am
Report Generated: Friday, March 8, 2024

VENDOR TOTALS

Vendor	Base Bid-Asphalt Improvements	Base Bid – Sanitary Sewer Improvements	Total
Pyramid Construction, Inc.	\$475,932.60	\$293,450.00	\$769,382.60
A&S Construction Co.	\$782,752.00	\$298,900.00	\$1,081,652.00
Tony J Beltramo & Sons, Inc.	\$652,757.40	\$521,505.00	\$1,174,262.40

EVALUATION TABULATION

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

BASE BID - ASPHALT IMPROVEMENTS

Base Bid - Asphalt Improvements					A&S Construction Co.		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold mill Planing ± 2 inches	21176	SY	\$5.00	\$105,880.00	\$1.20	\$25,411.20	\$3.75	\$79,410.00
X	2	Install HMA PG SX 64-28 Asphalt Overlay	2330	TON	\$140.00	\$326,200.00	\$126.00	\$293,580.00	\$133.70	\$311,521.00
X	3	Adjust Sanitary Manholes to Finished Grade	6	EA	\$700.00	\$4,200.00	\$499.00	\$2,994.00	\$1,300.00	\$7,800.00
X	4	Adjust Storm Manholes to Finished Grade	7	EA	\$700.00	\$4,900.00	\$480.00	\$3,360.00	\$1,300.00	\$9,100.00
X	5	Adjust Water Valves to Finished Grade	39	EA	\$900.00	\$35,100.00	\$265.00	\$10,335.00	\$300.00	\$11,700.00
X	6	Adjust Survey Boxes to Finished Grade	4	EA	\$1,200.00	\$4,800.00	\$421.00	\$1,684.00	\$300.00	\$1,200.00
X	7	Vehicle Towing Allowance	1	EA	\$3,000.00	\$3,000.00	\$410.00	\$410.00	\$200.00	\$200.00
X	8	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch White)	491	SF	\$4.00	\$1,964.00	\$4.10	\$2,013.10	\$3.00	\$1,473.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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EVALUATION TABULATION

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

Base Bid - Asphalt Improvements					A&S Construction Co.		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Install Pavement Markings per City Plan (Inlaid Epoxy, 8-inch White)	795	SF	\$4.00	\$3,180.00	\$4.10	\$3,259.50	\$3.00	\$2,385.00
X	10	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch Yellow)	2330	SF	\$4.00	\$9,320.00	\$4.10	\$9,553.00	\$3.00	\$6,990.00
X	11	Install Thermoplastic Markings per City Plan (Arrows)	414	SF	\$22.00	\$9,108.00	\$23.50	\$9,729.00	\$20.00	\$8,280.00
X	12	Install Thermoplastic Markings per City Plans (X-Walk)	220	SF	\$20.00	\$4,400.00	\$21.00	\$4,620.00	\$18.00	\$3,960.00
X	13	Install Thermoplastic Markings per City Plans (Stop Bars)	116	SF	\$20.00	\$2,320.00	\$21.00	\$2,436.00	\$18.00	\$2,088.00
X	14	Asphalt Patching (3-inches HMA)	500	SF	\$8.00	\$4,000.00	\$5.75	\$2,875.00	\$7.50	\$3,750.00
X	15	Asphalt Patching (3-inches HMA on 8-inches ABC)	4608	SF	\$10.00	\$46,080.00	\$7.85	\$36,172.80	\$6.30	\$29,030.40

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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EVALUATION TABULATION

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

Base Bid - Asphalt Improvements					A&S Construction Co.		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	16	Erosion and Sediment Control	1	LS	\$9,300.00	\$9,300.00	\$16,500.00	\$16,500.00	\$1,150.00	\$1,150.00
X	17	Traffic Control	1	LS	\$103,000.00	\$103,000.00	\$22,000.00	\$22,000.00	\$61,000.00	\$61,000.00
X	18	Mobilization	1	LS	\$106,000.00	\$106,000.00	\$29,000.00	\$29,000.00	\$111,720.00	\$111,720.00
Total						\$782,752.00		\$475,932.60		\$652,757.40

BASE BID - SANITARY SEWER IMPROVEMENTS

Base Bid - Sanitary Sewer Improvements					A&S Construction Co.		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	19	Remove & Replace 18" VCP to 18" PVC Pipe	140	LF	\$310.00	\$43,400.00	\$1,150.00	\$161,000.00	\$1,882.00	\$263,480.00
X	20	Remove & Replace 60" Manhole > 25' Deep	1	EA	\$92,000.00	\$92,000.00	\$45,300.00	\$45,300.00	\$27,200.00	\$27,200.00
X	21	Bypass Pumping	1	LS	\$49,000.00	\$49,000.00	\$38,300.00	\$38,300.00	\$85,000.00	\$85,000.00
X	22	Tracer Wire Installation	1	LS	\$13,000.00	\$13,000.00	\$2,100.00	\$2,100.00	\$500.00	\$500.00
X	23	FlowFill	75	CY	\$220.00	\$16,500.00	\$310.00	\$23,250.00	\$315.00	\$23,625.00
X	24	Mobilization	1	LS	\$45,000.00	\$45,000.00	\$13,000.00	\$13,000.00	\$77,700.00	\$77,700.00
X	25	Traffic Control	1	LS	\$40,000.00	\$40,000.00	\$10,500.00	\$10,500.00	\$44,000.00	\$44,000.00
Total						\$298,900.00		\$293,450.00		\$521,505.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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EVALUATION TABULATION

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A&S Construction Co.	Pyramid Construction, Inc.	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 \$394,811.76 TO LER INC. DBA RENNER SPORTS SURFACES FOR PROJECT NO. 24-034, ELIZABETH STREET PARK - BASKETBALL COURTS REPLACEMENT, SETTING FORTH \$19,738.24 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to LER Inc. dba Renner Sports Surfaces for Project No. 24-034, Elizabeth Street Park - Basketball Courts Replacement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project consists of the installation of a new post-tensioned concrete basketball court slab, court surfacing, striping, basketball hoops, benches, and sidewalk at Elizabeth Street Park ("The Slabs"). This Resolution awards the construction contract to LER Inc. dba Renner Sports Surfaces.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$414,550 (contract and contingencies) will be paid from project account LT1802, Outdoor Basketball Court Repairs

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-034 Bid Summary

RESOLUTION NO. 15552

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$394,811.76 TO LER INC. DBA RENNER SPORTS SURFACES FOR PROJECT NO. 24-034, ELIZABETH STREET PARK - BASKETBALL COURTS REPLACEMENT, SETTING FORTH \$19,738.24 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-034, Elizabeth Street Park - Basketball Courts Replacement have been received and examined; AND,

WHEREAS, the proposal of LER Inc. dba Renner Sports Surfaces was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-034, Elizabeth Street Park - Basketball Courts Replacement to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-034, Elizabeth Street Park - Basketball Courts Replacement to be performed, and the contract for said project is hereby awarded to LER Inc. dba Renner Sports Surfaces in the amount of \$394,811.76.

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.....\$19,738.24

SECTION 4.

Funds in the amount of \$414,550.00, for the contract and contingencies, shall be from account Project LT1802, Outdoor Basketball Court Repairs.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-034 (LT1802)
Elizabeth Street Park - Basketball Courts Replacement
RESPONSE DEADLINE: March 8, 2024 at 12:00 pm
Report Generated: Tuesday, March 12, 2024

VENDOR TOTALS

Vendor	Base Bid	Add Alternate No. 1	Add Alternate No. 2	Add Alternate No. 3	Total
LER Inc. dba Renner sports surfaces	\$375,884.76	\$18,927.00	\$17,198.20	\$45,554.56	\$457,564.52
Hellas	\$406,087.03	\$22,385.03	\$12,517.72	\$13,314.77	\$454,304.55

EVALUATION TABULATION
 IFB No. 24-034 (LT1802)
 Elizabeth Street Park - Basketball Courts Replacement

BASE BID - INSTALL POST TENSIONED SLAB, BASKETBALL POSTS, BACKBOARDS AND HOOPS

Base Bid - Install Post Tensioned Slab, Basketball Posts, Backboards and Hoops					Hellas		LER Inc. dba Renner sports surfaces	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Remove Concrete	23	SF	\$42.57	\$979.11	\$44.00	\$1,012.00
X	2	Import Structural Fill (Class 1)	700	Ton	\$44.66	\$31,262.00	\$43.00	\$30,100.00
X	3	Construct 5" Post-Tension Concrete	14616	SF	\$14.67	\$214,416.72	\$16.46	\$240,579.36
X	4	Install Bison Ultimate Basketball System	8	Each	\$9,354.25	\$74,834.00	\$3,500.00	\$28,000.00
X	5	Install Basketball Court Lines	364	SF	\$9.94	\$3,618.16	\$9.00	\$3,276.00
X	6	Install Basketball Court Coloring	14252	SF	\$1.27	\$18,100.04	\$2.45	\$34,917.40
X	7	Erosion and Sediment Control	1	LS	\$6,614.00	\$6,614.00	\$14,000.00	\$14,000.00
X	8	Traffic Control	1	LS	\$5,682.00	\$5,682.00	\$12,000.00	\$12,000.00
X	9	Mobilization	1	LS	\$50,581.00	\$50,581.00	\$12,000.00	\$12,000.00
Total						\$406,087.03		\$375,884.76

ADD ALTERNATE NO. 1 - INSTALL BENCHES AND CONCRETE SIDEWALK

Add Alternate No. 1 - Install Benches and Concrete Sidewalk					Hellas		LER Inc. dba Renner sports surfaces	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	10	Remove Concrete	61	SF	\$6.67	\$406.87	\$3.00	\$183.00
X	11	Construct 4" Concrete	256	SF	\$12.02	\$3,077.12	\$11.50	\$2,944.00
X	12	Install 8' Park Bench	8	Each	\$2,020.38	\$16,163.04	\$1,600.00	\$12,800.00
X	13	Traffic Control	1	LS	\$253.00	\$253.00	\$2,000.00	\$2,000.00
X	14	Mobilization	1	LS	\$2,485.00	\$2,485.00	\$1,000.00	\$1,000.00
Total						\$22,385.03		\$18,927.00

ADD ALTERNATE NO. 2 - ADD ADDITIONAL CONCRETE SIDEWALK TO ACCESS COURTS

Add Alternate No. 2 - Add Additional Concrete Sidewalk To Access Courts					Hellas		LER Inc. dba Renner sports surfaces	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	15	Remove Concrete	61	SF	\$1.94	\$118.34	\$3.00	\$183.00
	16	Construct 4" Concrete	986	SF	\$10.33	\$10,185.38	\$13.20	\$13,015.20
	17	Traffic Control	1	LS	\$248.00	\$248.00	\$2,000.00	\$2,000.00
	18	Mobilization	1	LS	\$1,966.00	\$1,966.00	\$2,000.00	\$2,000.00
Total						\$12,517.72		\$17,198.20

ADD ALTERNATE NO. 3 - ADD BACKFILL TOPSOIL AROUND COURTS

Add Alternate No. 3 - Add Backfill Topsoil Around Courts					Hellas		LER Inc. dba Renner sports surfaces	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	19	Install Top Soil - Compacted in Place 85%	161	Ton	\$27.27	\$4,390.47	\$165.96	\$26,719.56
	20	Install Seeding	4945	SF	\$0.74	\$3,659.30	\$3.00	\$14,835.00
	21	Traffic Control	1	LS	\$248.00	\$248.00	\$2,000.00	\$2,000.00
	22	Mobilization	1	LS	\$5,017.00	\$5,017.00	\$2,000.00	\$2,000.00
Total						\$13,314.77		\$45,554.56

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Hellas	LER Inc. dba Renner sports surfaces
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
REQUIRED QUALIFICATIONS FOR PROJECT	Pass	Pass
REQUIRED CERTIFICATIONS	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$200,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF ONE GROUNDMASTER MOWER AND ONE PNEUMATIC TIRE FORKLIFT FOR THE DEPARTMENT OF AVIATION, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes payment in the amount of \$200,000 for the purchase of one Groundmaster Mower and one Pneumatic Tire Forklift for the Department of Aviation. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for governmental services. The equipment requested is necessary to maintain the Pueblo Memorial Airport grounds. The cost of the Groundmaster Mower is estimated at \$149,769.93. The cost of the Pneumatic Tire Forklift is estimated at \$34,898.90. These estimates total \$184,668.83; however, the department is requesting payment of \$200,000 to account for potential price increases since the estimates were obtained. Any money not used for the purchase of the equipment will be reallocated back to Project CI2113.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$200,000 will be paid out of Project CI2113 - American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize the payment for the equipment.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

1. Estimate from Lift Solutions, Inc. for forklift
2. Estimate from LL Johnson for Groundmaster Mower

RESOLUTION NO. 15553

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$200,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF ONE GROUNDMASTER MOWER AND ONE PNEUMATIC TIRE FORKLIFT FOR THE DEPARTMENT OF AVIATION, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R.1319 (P.L. 117-2) known as the American Rescue Plant Act (hereinafter "ARPA"; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on governmental services pursuant to the revenue replacement calculation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$200,000 is hereby authorized from Project CI2113 - American Rescue plan for the purchase of one Groundmaster mower and one Pneumatic Tire Forklift for the City's Department of Aviation.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution which are necessary or desirable to implement the transactions described herein.

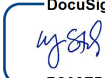
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

TO :	City of Pueblo 300 E. D St. Pueblo, CO 81003	SHIP TO :	City of Pueblo 300 E. D St. Pueblo, CO 81003
Telephone :	719-553-2322		
Attention :	Thomas Cummings		
Date :	3/12/2024		
Quotation :	PR 00027		
Prepared By :	Paul Rivas		

We are pleased to submit the following quotation for your consideration

Description of Equipment and Materials

(1) Hyundai 30L-9A 6,000 lb. Capacity - Hyundai Engine, IC Pneumatic Tire Forklift

Standard Equipment

Engine:

Hyundai L4KB 2.4 L engine: 59hp @ 2,300rpm, EPA / CARB Tier IV Final Compliant

Powertrain:

Single speed transmission

Wet disc brakes

Pneumatic Drive Tires and Steer Tires

Hydraulic system:

Power steering

3rd spool valve and lever

Levers on bonnet

Adjustable steering handle angle

Pressure sensor

Electrical system:

5.4" LCD monitor with Load weight indicator

Back up alarm

OPSS

LED Front lights

LED Rear combination lights

Rear handle with horn switch (N/A with Cab)

OHG and Others:

85" height OHG

Panoramic rear view mirror

Grammer full suspension seat with orange seat belt

Swing out LP tank bracket



14616 Shepard Street
Omaha, NE 68138
402-330-1690
Fax: 402-330-8097

19401 E. 23rd Ave
Aurora, CO 80011
303-307-4566
Fax: 303-307-4724

924 Claude Road
Grand Island, NE
308-384-7538
Fax: 308-384-4773

5350 Al Haynes Drive
68803 Sioux City, IA 51106
712-255-3083
Fax: 712-255-3299

3701 North Cliff Avenue
Sioux Falls, SD 57104
402-330-1690
Fax: 402-330-8097

1750 W. Harry Street
Wichita, KS 67213
316-262-1426
Fax: 316-262-2149



Mast	3 Stage Full Free LH 185" OALH 86"	
Attachment	Cascade Sideshifter	
Carriage	43.4" Hook Type Carriage with Backrest	
Forks	41.3" x 1.8" x 4.8"	
Hydraulic Hosing	Internal Hosing for 4th Valve	
Hydraulic Control Valve	4th Spool Valve with Lever	
Hydraulic Levers	Without Hydraulic Finger Tip Control	
Overhead Guard	85" High	
Side Cover	Plastic	
Tires	Single Solid Drive and Steer Tires	
LP Tank Bracket	Swing Out LP Bracket	
Warning Device Light	Amber LED Strobe	
Floor Spot Light	Rear Blue Spot	
Hi-Mate Telematics	Without Hi-Mate System	
Paint	Without Special Color	
Warranty	36 Months / 4,000 hours Standard Warranty	
Other Hyundai Equipment		
Electronic Speed Control		
Fork Auto Leveling		
Rear View Camera		
Total Equipment And Accessories :	Price Each	Price Extended
Unit Total Including Accessories:	\$ 34,898.90	
Total Equipment And Accessories		\$ 34,898.90
Total Price :		\$ 34,898.90
FOB: Factory (\$1,100)		
Estimated Date of Delivery: 1-2 weeks		
Terms: Net 10 Days or Per lease agreement		

Sourcewell Contract # 091520-HCE

14616 Shepard Street Omaha, NE 68138 402-330-1690 Fax: 402-330-8097	19401 E. 23rd Ave Aurora, CO 80011 303-307-4566 Fax: 303-307-4724	924 Claude Road Grand Island, NE 308-384-7538 Fax: 308-384-4773	5350 Al Haynes Drive 68803 Sioux City, IA 51106 712-255-3083 Fax: 712-255-3299	3701 North Cliff Avenue Sioux Falls, SD 57104 402-330-1690 Fax: 402-330-8097	1750 W. Harry Street Wichita, KS 67213 316-262-1426 Fax: 316-262-2149
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The information contained within this proposal is the property of Lift Solutions Inc and is confidential and proprietary. Unauthorized disclosure could be harmful to Lift Solutions Inc, and by acceptance, prospective buyer agrees not to publish, copy or reproduce the contents without the expressed written consent of Lift Solutions Inc. City of Pueblo agrees not to use any such information for any other purpose than for the consideration of a Lift Solutions Inc supplied system and will return any or all information contained herein to Lift Solutions Inc upon request.

- LP tank NOT included. Purchase price: \$300 Please initial here if tank is required: _____
- In the event a credit card is used for payment of the above items, additional fees may be applied.
- Pricing is valid for 5 days. Pricing does not include taxes, freight, installation, or any other items not specifically listed.
- The information contained within this proposal is the property of Lift Solutions Inc and is confidential and proprietary.
- Unauthorized disclosure could be harmful to Lift Solutions Inc, and by acceptance, prospective buyer agrees not to publish, copy or reproduce the contents without the expressed written consent of Lift Solutions Inc. The customer agrees not to use any such information for any other purpose than for the consideration of a Lift Solutions Inc supplied system and will return any or all information contained herein to Lift Solutions Inc upon request.
- In the event that an order is cancelled, fees may apply.
- Acceptance of this order is subject to Equipment Manager's approval.

Signed and accepted on behalf of:
Lift Solutions Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signed and accepted on behalf of:
City of Pueblo

Signature: _____
(SIGNATURE OF AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)

Print Name: _____

Title: _____

Date: _____

14616 Shepard Street
Omaha, NE 68138
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1750 W. Harry Street
Wichita, KS 67213
316-262-1426
Fax: 316-262-2149



4700 Holly Street
Denver, CO 80216
Mobile: 720-641-3865
Office: 303-394-6638



PUEBLO MEMORIAL AIRPORT
Estimated 2024 Discounted OMNIA / MAPO Contract # 2017025 Pricing

Att: Greg Pedroza
8/15/2023

Qty	Model Number	Description	Each unit price	Extended price
1	31698	Groundsmaster 5900 (T4)	\$128,149.32	\$128,149.32
1	30669	Universal Sunshade, White	\$733.20	\$733.20
10	93-5973	10 Inch Foam Filled Caster Wheel Assembly	\$203.53	\$2,035.25
1	Service Fee	MAPO Service Fee		\$5,236.71
1	BUD-CAP	Budgetary price not to exceed through 2024		\$13,615.45
			Total	\$149,769.93

I have added a not to exceed (budget cap) price that is good through 2024. Pricing will be adjusted at the time of delivery based on the current published price. If availability should move into 2025 we will need to requote.

The prices listed above reflect the discount given for tax supported accounts using the OMNIA / MAPO Contract # 2017025.
The "Service Fee" line item is approved by MAPO to cover freight, set-up and delivery charges.

- * All Toro equipment comes with a two year or 1,500 hour warranty
- * Please add 2% to the total quoted price if paying by credit card.
- * Please note due to unexpected issues in our supply chain, we are experiencing extreme delays in all product categories.

Thank you for the opportunity to quote you on the equipment listed above!
As always, please feel free to call me with any questions.

Sincerely,
Brent Szafraniec



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 APPROVING AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$150,000 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL, INC., FOR REGULATORY ASSISTANCE AND GENERAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Resolution accepts an agreement between the City of Pueblo and our Engineer of Record, Brown and Caldwell, Inc. for professional services associated with regulatory assistance and general engineering services. The agreement will aid with permitting or evaluation of proposed regulatory changes in hearings and workgroups, engineering support for process issues or evaluations, and support for collection system inspections and field support.

PREVIOUS COUNCIL ACTION:

Resolution No. 15497 awarded an agreement between the City of Pueblo and Brown and Caldwell, Inc., to provide engineering services for the Pueblo Wastewater Department, on February 12, 2024

BACKGROUND:

The Wastewater Department operates the 38-year-old James R. Dilorio Water Reclamation Facility and the collection system in which 43% of the infrastructure is over 50 years old. Process issues can occur for many reasons, from improperly functioning equipment to unknown sources of contaminants. Brown and Caldwell can assist with the resolution by running the Water Reclamation Facility model to determine the outcome of various scenarios that can help determine the proper action without trial and error. Large engineering firms can also request information from other engineers throughout the United States to determine what has worked in other situations. This pool of knowledge can be valuable. The impact of any regulatory changes can be more fully understood if the engineering restrictions are evaluated. Response to regulatory

changes and hearing proposals often need to be submitted quickly to have them considered by the Water Quality Control Division.

This agreement between the City of Pueblo and Brown and Caldwell, Inc. authorizes Brown and Caldwell, Inc. to provide the Wastewater Department with access to as needed assistance to make decisions on regulatory issues, resolve issues related to the operation of the Water Reclamation Facility and general engineering services.

FINANCIAL IMPLICATIONS:

Funds for this project are available from the Sewer User Fund and have been appropriated in the Sewer User Fund, Professional Services.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The alternative is to wait for specific issues to occur prior to requesting funds to address them. This would potentially allow a problem to escalate to a higher level before the issue could be resolved or not allow a response to the Water Quality Control Division due to insufficient time.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 03-25-24 Brown and Caldwell Reg and Engineer 2024_Professional Services SOW_R2
2. 03-25-24 Brown and Caldwell Regulatory 23-130 BC - FINAL Agmt Reg Assist and Gen Eng - App Clty and BC

RESOLUTION NO. 15554

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

WHEREAS, the City of Pueblo owns, operates, and maintains a wastewater system subject to the requirements of the Federal Clean Water Act and the Colorado Water Quality Control Act; and

WHEREAS, the Colorado Department of Public Health and Environment may adopt the changes in regulations that may affect the compliance status of Pueblo's Water Reclamation Facility; and

WHEREAS, the James R. Dilorio Water Reclamation Facility may require general engineering recommendations and guidance; and

WHEREAS, Brown and Caldwell, Inc. is the Engineer of Record for the James R. Dilorio Water Reclamation Facility, they will provide professional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for Professional Services by and between the Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a true copy of which is attached hereto and incorporated herein by reference (the "Agreement") having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds for payment for professional services under said Agreement in an amount not to exceed \$150,000 shall be paid from appropriated funds budgeted in the City's 2024 Budget from the Sewer User Fund, Professional Services.

SECTION 3.

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 to implement the transaction herein authorized.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

1527 Cole Blvd, Suite 300
Lakewood, CO 80401

T: 303.239.5400
F: 303.239.5454



February 5, 2024

Ms. Andra Ahrens
Wastewater Director
Pueblo Water Reclamation Facility
1300 South Queens Avenue
Pueblo, CO 81001

Subject: Scope of Work for Regulatory Assistance and General Engineering Services

Dear Ms. Ahrens:

Brown and Caldwell (BC) is pleased to present this proposal for continued **Regulatory Assistance, General Engineering Services and Collection System Supplemental Services** to the City of Pueblo's (Pueblo's) James R. Dilorio Water Reclamation Facility (WRF).

With the ever-changing regulatory landscape, wastewater treatment providers are consistently faced with new and evolving regulatory requirements from the Water Quality Control Division (WQCD) and the Water Quality Control Commission (WQCC).

BC is pleased to offer general engineering assistance to conduct various engineering reviews, aging infrastructure solutions, and other general engineering services as needed by the City and so directed to perform.

This as-needed effort reflects the general type of assistance that could be needed while providing flexibility to respond to the City's needs as they arise. This proposal assumes this work to be provided on a time and materials basis, not to exceed \$150,000. Should this budget be expended, either an amendment or a new task order will be sought to continue providing the City with these general services.

Phase 1: Regulatory Assistance and General Engineering Services

1.1 Task 1: Regulatory Assistance

In order to maintain compliance while making sustainable choices, there are times when additional assistance may be needed to stay in front of regulatory issues. BC is providing this scope of work to provide such assistance on a time-and-materials basis. This scope of work outlines the tasks that BC could perform to assist Pueblo with permitting or other regulatory issues in the upcoming year. This may include items such as:

- Development of a water quality assessment (WQA) ahead of the next permit renewal

- Assistance with any updates to the renewal permit application or preparation of water quality data for submittal.
- Assistance with developing reports and information associated with the DSV for the next WQCC review/update of the DSV.
- Assistance at upcoming WQCC Hearings such as Regulation 85, Regulation 32, Policy 17-1, Policy 06-1, Regulations 41 and 42, and/or Regulations 93 hearings.
- Review and comment development for the renewal permit documents when completed by the WQCD.
- Attendance of workgroup meetings or other regulatory meetings that may impact Pueblo.
- General permitting, compliance, or standards issues that may come up.

Because permitting and regulatory drivers are dynamic, BC will work closely with, and take direction from, Pueblo on an on-call basis.

1.2 Task 2: General Engineering Services

BC will provide, as directed by Pueblo, additional Engineering support needed during the duration of this scope of work. Assistance may include items such as:

- Assistance with defining scope of work for new projects.
- Preparation and attendance of special workshops with BC experts.
- Preparation of documents and information for miscellaneous evaluations, studies, incidental engineering, and cost estimates.
- Process and treatment facility engineering support.
- Special inspections as needed.
- Third party reviews of other consultant's work products.
- Design support for small projects.
- Other assistance as determined by Pueblo.

1.3 Task 3: Collection System Supplemental Services

BC will provide, as directed by Pueblo within the budget allowed for this task, additional Engineering support needed during the duration of this scope of work. Assistance may include items such as:

- Field inspections.
- Leakage detection.
- Manhole inspection.
- Preparation and attendance of special workshops with BC experts.
- Other assistance as determined by Pueblo.

Assumptions, Deliverables, and Schedule

BC assumes that Pueblo will provide any water quality data or other information in their possession that may be needed to complete the assigned tasks. Schedules and deliverables may be requested at the time of assignment and documented by email. Work on specific tasks will begin upon direction and be completed on a time-and-materials basis.

Compensation

Phase 1: Regulatory Assistance and General Engineering Services

As this SOW may cover several tasks, that may not be defined at this time. Compensation is limited to \$150,000 on an on-call basis. Time-related charges will be made in accordance with our contracted rate schedule, not to exceed \$150,000 without approval by Pueblo.

Terms and Conditions

All work will be provided in accordance with the General Services Agreement dated November 12, 2018. Updated rate schedules may be provided on an annual basis with request for the City's approval. We look forward to the opportunity to assist you with your regulatory and general engineering needs. Please call if you have questions.

Very truly yours,



Kevin Keil, Managing Engineer
Denver Office



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
BROWN AND CALDWELL, INC.**

23-130

WASTEWATER DEPARTMENT ENGINEER OF RECORD -
REGULATORY ASSISTANCE AND GENERAL ENGINEERING
SERVICES

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, 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 Brown and Caldwell, Inc., a registered California Corporation (hereinafter referred to as "Consultant"), for Consultant to render certain professional planning, general engineering, and related services for City in connection with Bid 23-130 Wastewater Department Engineer of Record - Regulatory Assistance and General Engineering Services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- A. Consultant shall satisfactorily perform professional planning, general engineering, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

2. CONSULTANT RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, for development of WQA, assistance with permitting, assistance with hearings, plan development, work meetings, planning, general engineering for new projects, documentation, reporting, inspections, and other services as outlined in Schedule 1, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City to the extent caused by Consultant's negligent act or omission. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- B. Consultant acknowledges that performance of each project shall be assigned a work schedule agreeable to City and Consultant. Except to the extent the parties agree to time extensions for

delays beyond the control of Consultant, Consultant shall adhere to the schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that each project schedule will account for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor, and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

- C. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that 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 any 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 attached hereto.
- D. Services shall be requested by the Wastewater Department (as authorized by the Director of Wastewater) on an as needed basis and applicable toward the total amount shown in Schedule 2. Upon approval of this agreement, the City shall utilize a blanket Purchase Order for the as needed services and Consultant shall reference on the invoice which section of Schedule 1 the tasks are applicable.
- E. Consultant acknowledges that, due to the nature of the services for this Project, 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 qualified key personnel and subconsultants. 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, subconsultant, 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.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require. Consultant shall rely on information provided without verification unless

otherwise agreed in Schedule 1. City shall notify Consultant of any known or potential health or safety hazards existing at or near the project site.

- B. City shall designate a Project 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 the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any programs, reports, plans, engineering, drawings, inspections, permits, or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

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” of this Agreement. The proposed work schedule may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. 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 as shown in A1 below, an amount not to exceed \$150,000 in the aggregate as set forth in the grand total shown in Schedule 2 "Fee Schedule".
 - 1. The maximum amount of each phase shall not exceed the amount specified in Schedule 2 for such phase unless agreed upon by Consultant and City with a written Change Order or written Amendment.
 - 2. A written Change Order may be considered for an increase amount of the applicable phase for up to 10% of the grand total cost of the project.

3. A written Amendment approved by City Council, Consultant, and Department Director shall be utilized for any agreed upon change to each phase exceeding 10% of the grand total.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred.
 1. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions for each phase as set forth in Schedule 2 and shall contain appropriate documentation that such services have been performed and expenses incurred.
 2. Such applications for payment of each phase shall not exceed 90% of said phase until final work of the phase has been completed. The final application for payment for each phase shall be the remaining 10% of the phase and shall be paid upon satisfactory completion of the phase as approved by City.
 3. The applications for payment shall be submitted monthly with consideration of City for review of satisfactory completion and payment within 45 days of the date of such application is received provided that sufficient documentation has been furnished.
 4. The final application for payment for the final 10% of the final phase, shall be held by City until all previous phases and current final phase have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's negligent errors or omissions.
- E. Compensation for authorized Services 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 10 days' 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 programs, reports, plans, engineering, drawings, inspections, permits, and related items, or 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 services, or to pay its employees and Consultants, or to perform services with that level of care and skill ordinarily exercised by consultants performing similar services at the time services are performed in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited 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

All designs, drawings, specifications, technical data, 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 upon payment to Consultant for work performed 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 notes, designs, drawings, 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. Consultant may make an accurate statement that it worked for City on the Project, but 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, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. 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 for the tasks outlined in Schedule 1 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 23-130 Wastewater Department Engineer of Record and 23-130 Master Contract, 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 any schedule or attachment shall control and supersede the conflicting provision in Agreement.

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 to the extent City has paid Consultant for services performed by Consultant's subconsultants and subcontractors.

- 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. In the event of litigation the court shall award the prevailing party its court costs and reasonable attorney fees.

7.10. Severability

If any provision of this Agreement, 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.

7.11. Appropriations

The City is prohibited by law from making commitments beyond the term of the current City Fiscal Year. Payment to Consultant beyond the current City Fiscal Year is contingent on the appropriation and continuing availability of agreement funds in any subsequent year. The City's obligation to pay Consultant shall be contingent upon funding continuing to be made available for payment. Payments to

be made pursuant to this Agreement shall be made only from Agreement Funds, and the City's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If City funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination. Consultant shall confirm availability of Agreement Funds before proceeding and/or making obligations for work exceeding the initial and subsequent annual appropriations.

7.12. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

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 or mediation, as mutually agreed, 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 Contract, such insurance as will protect it and City from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph B.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant 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 Consultant with respect to all work performed by it and all its subcontractors under the Contract, to be written on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of \$1,000,000 for each occurrence and aggregate for bodily injury including death and property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.
- B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of \$1,000,000 each accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired or used by Consultant.
- C. 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 each claim and aggregate in a form and with a self-insured retention acceptable to City.
- E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

10. **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.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The 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. Notwithstanding, unless otherwise specified in the Scope of Services, City shall have sole responsibility as between City and Consultant with compliance with the ADA and related regulations.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. 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.

14. SCHEDULES

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

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

15. 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.

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

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael J. Thorstenson, Principal-In-Charge

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

David Wyatt, Assistant City Attorney

Attachments: Schedule 1 - Scope of Service
Schedule 2 - Fee Schedule
Additonal Information for Agreement

Schedule 1

Scope of Service

Excerpt from Consultant's Letter dated February 5, 2024, Pages 1 – 3

Phase 1: Regulatory Assistance and General Engineering Services

1.1 Task 1: Regulatory Assistance

In order to maintain compliance while making sustainable choices, there are times when additional assistance may be needed to stay in front of regulatory issues. BC is providing this scope of work to provide such assistance on a time-and-materials basis. This scope of work outlines the tasks that BC could perform to assist Pueblo with permitting or other regulatory issues in the upcoming year. This may include items such as:

- Development of a water quality assessment (WQA) ahead of the next permit renewal
- Assistance with any updates to the renewal permit application or preparation of water quality data for submittal.
- Assistance with developing reports and information associated with the DSV for the next WQCC review/update of the DSV.
- Assistance at upcoming WQCC Hearings such as Regulation 85, Regulation 32, Policy 17-1, Policy 06-1, Regulations 41 and 42, and/or Regulations 93 hearings.
- Review and comment development for the renewal permit documents when completed by the WQCD.
- Attendance of workgroup meetings or other regulatory meetings that may impact Pueblo.
- General permitting, compliance, or standards issues that may come up.

Because permitting and regulatory drivers are dynamic, BC will work closely with, and take direction from, Pueblo on an on-call basis.

1.2 Task 2: General Engineering Services

BC will provide, as directed by Pueblo, additional Engineering support needed during the duration of this scope of work. Assistance may include items such as:

- Assistance with defining scope of work for new projects.
- Preparation and attendance of special workshops with BC experts.
- Preparation of documents and information for miscellaneous evaluations, studies, incidental engineering, and cost estimates.
- Process and treatment facility engineering support.
- Special inspections as needed.
- Third party reviews of other consultant's work products.
- Design support for small projects.
- Other assistance as determined by Pueblo.

1.3 Task 3: Collection System Supplemental Services

BC will provide, as directed by Pueblo within the budget allowed for this task, additional Engineering support needed during the duration of this scope of work. Assistance may include items such as:

- Field inspections.
- Leakage detection.
- Manhole inspection.
- Preparation and attendance of special workshops with BC experts.
- Other assistance as determined by Pueblo.

Assumptions, Deliverables, and Schedule

BC assumes that Pueblo will provide any water quality data or other information in their possession that may be needed to complete the assigned tasks. Schedules and deliverables may be requested at the time of assignment and documented by email. Work on specific tasks will begin upon direction and be completed on a time-and-materials basis.

Schedule 2

Fee Schedule

Excerpt from Consultant's Letter dated February 5, 2024, Page 3

Compensation

Phase 1: Regulatory Assistance and General Engineering Services

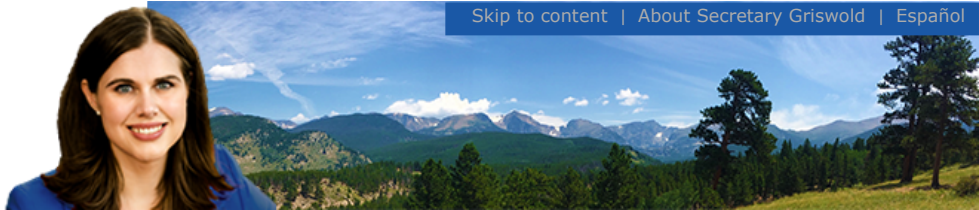
As this SOW may cover several tasks, that may not be defined at this time. Compensation is limited to \$150,000 on an on-call basis. Time-related charges will be made in accordance with our contracted rate schedule, not to exceed \$150,000 without approval by Pueblo.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s) - *Requesting Update 3/1/2024*



- For this Record...**
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[Business Home](#)
[Business Information](#)
[Business Search](#)

[FAQs, Glossary and Information](#)

Summary

Details			
Name		BROWN AND CALDWELL, INC.	
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871067502 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/27/2023 that have been posted, and by documents delivered to this office
electronically through 11/28/2023 @ 14:52:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/28/2023 @ 14:52:40 in accordance with applicable law.
This certificate is assigned Confirmation Number 15522494 .



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: Brown and Caldwell

Authorized Signature:  Title: Managing Director, CS

Printed Name: Michael J. Thorstenson Date: September 22, 2023



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 RESCINDING A CONSTRUCTION CONTRACT TO CENTRAL STATES ROOFING AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$85,235.64 TO L.E. ROOFING, LLC., FOR PROJECT NO. 23-138A, ROOF REPLACEMENT - FLEET BUILDING UTILITY WELL (CLARIFICATION NO. 1), SETTING FORTH \$12,814.36 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution rescinding a construction contract to Central States Roofing Company and awarding a construction contract to L.E. Roofing, LLC., for Project No. 23-138A, Roof Replacement - Fleet Building Utility Well (Clarification No. 1).

PREVIOUS COUNCIL ACTION:

Resolution 15428, dated November 27, 2023, awarded a construction contract to Central States Roofing Company in the amount of \$82,997 for Project No. 23-138, Roof Replacement - Fleet Building Utility Well, setting forth \$20,000 for contingencies.

BACKGROUND:

This project will consist of the installation of a fully reinforced, fluid-applied HB Polyurea membrane roof coating at the Fleet Building Utility Well.

On January 12, 2024, the City of Pueblo received an email from Central States Roofing Company stating that the materials for the project were incorrectly bid, resulting in an error of approximately \$51,000 and that they cannot honor the bid submitted. On January 24, 2024, the City of Pueblo Purchasing Department rescinded the Notice of Award issued to Central States Roofing Company. This action also needs to be rescinded by the City Council and awarded to the next highest bidder; which is L.E. Roofing, LLC.

This Resolution awards the Construction Contract to L.E. Roofing, LLC.

FINANCIAL IMPLICATIONS:

Funding, in the amount of \$98,050, will be paid from project account CIAN22, Roof Maintenance and Repair.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-138 Letter rescinding award
2. 23-138 Combined Bid Summary - Clarification

RESOLUTION NO. 15555

A RESOLUTION RESCINDING A CONSTRUCTION CONTRACT TO CENTRAL STATES ROOFING AND AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$85,235.64 TO L.E. ROOFING, LLC., FOR PROJECT NO. 23-138A, ROOF REPLACEMENT - FLEET BUILDING UTILITY WELL (CLARIFICATION NO. 1), SETTING FORTH \$12,814.36 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Resolution 15428, dated November 27, 2023, is hereby rescinded, and,

WHEREAS, competitive bids for Project No. 23-138A, Roof Replacement - Fleet Building Utility Well (Clarification No. 1) have been received and examined; and,

WHEREAS, the proposal of L.E. Roofing, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-138A, Roof Replacement - Fleet Building Utility Well (Clarification No. 1) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council rescinds the previously awarded construction contract to Central States Roofing Company.

SECTION 2.

The City Council authorizes Project No. 23-138A, Roof Replacement - Fleet Building Utility Well (Clarification No. 1) to be performed, and the contract for said project is hereby awarded to L.E. Roofing, LLC., in the amount of \$85,235.64.

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.

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.....\$12,814.36

SECTION 5.

Funding, in the amount of \$98,050.00, will be paid from project account CIAN22, Roof Maintenance and Repair.

SECTION 6.

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

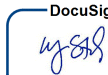
SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



PURCHASING DEPARTMENT

Naomi Hedden
Director of Purchasing
230 S. Mechanic Street
719-553-2350
719-553-2351
purchasing@pueblo.us
www.pueblo.us/purchasing

January 24, 2024

Central States Roofing & Insulating Co. Inc.
Attn: Dave Singleton, President
5925 Omaha Boulevard
Colorado Springs, CO 80915

Ref: Bid No: 23-138 (CIAN22) - Roof Replacement - Fleet Building Utility Well

Dear Mr. Singleton,

The City of Pueblo has received and reviewed your email dated January 12, 2024, stating that the materials for the referenced project were incorrectly bid, resulting in an error of approximately \$51,000, and that you cannot honor the bid submitted. Due to this error, the Notice of Award issued to you on November 29, 2023, in the amount of \$82,997.00 for the Total Base Bid, is hereby rescinded.

As a general practice and in accordance with the Contract Documents, the City would file a claim against your Bid Bond for failing to execute and submit the Contract Agreement after the project was awarded by City Council; however, in this one instance, the City has opted not to file a claim because it is not in the City's best interest at this time.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Naomi Hedden" followed by a horizontal line.

Naomi Hedden
Director of Purchasing



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 23-138 (CIAN22), 23-138A (Clarification No. 1)
Roof Replacement - Fleet Building Utility Well
RESPONSE DEADLINE: November 8, 2023 at 11:00 am
Report Generated: Friday, March 8, 2024

SELECTED VENDOR TOTALS

Vendor	Total
L.E. Roofing, LLC	\$85,235.64
Colorado Front Range Roofing	\$139,758.23
Weathercraft Co.	\$147,681.80

TABLE 1

					Colorado Front Range Roofing		L.E. Roofing, LLC		Weathercraft Co.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install fully reinforced, fluid-applied HB Polyurea membrane roof coating	1	LS	\$122,202.41	\$122,202.41	\$72,955.00	\$72,955.00	\$132,274.96	\$132,274.96
X	2	Replace damaged or wet insulaton	250	SF	\$14.32	\$3,580.00	\$13.00	\$3,250.00	\$33.78	\$8,445.00
X	3	Mobilization	1	LS	\$13,975.82	\$13,975.82	\$9,030.64	\$9,030.64	\$6,961.84	\$6,961.84
Total						\$139,758.23		\$85,235.64		\$147,681.80

EVALUATION TABULATION
IFB No. 23-138 (CIAN22)
Roof Replacement - Fleet Building Utility Well

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Colorado Front Range Roofing	L.E. Roofing, LLC	Weathercraft Co.	Better Line Roofing (Disqualified)	Central States Roofing Company (Disqualified)	Colorado Moisture Control, Inc (Disqualified)	Superior Roofing, Inc. (Disqualified)
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Fail
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS							
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	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
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION
 IFB No. 23-138 (CIAN22)
 Roof Replacement - Fleet Building Utility Well

Question Title	Colorado Front Range Roofing	L.E. Roofing, LLC	Weathercraft Co.	Better Line Roofing (Disqualified)	Central States Roofing Company (Disqualified)	Colorado Moisture Control, Inc (Disqualified)	Superior Roofing, Inc. (Disqualified)
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Responded to Clarification No. 1	Yes	Yes	Yes	No	No	No	No



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$150,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF THREE FORD MAVERICK HYBRID TRUCKS AND ONE FORD F-150 FOR THE DEPARTMENT OF PARKS AND RECREATION, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes payment in the amount of \$150,000 for the purchase of three Ford Maverick hybrid park ranger trucks and one Ford F-150 for general use by the Department of Parks and Recreation. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for governmental services. The equipment requested is necessary for the continued efficient operation of the Department of Parks and Recreation. The estimated cost of the three Ford Maverick hybrid trucks is \$91,290 (\$30,430 each). The estimated cost of the Ford F-150 is \$44,360. The department is requesting payment of \$150,000 which covers the cost of the trucks plus a contingency amount to account for potential price increases since the estimates were obtained. Any money not used for the purchase of the equipment will be reallocated back to Project CI2113.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$150,000 will be paid out of Project CI2113 - American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize the payment for the equipment.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15556

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$150,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF THREE FORD MAVERICK HYBRID TRUCKS AND ONE FORD F-150 FOR THE DEPARTMENT OF PARKS AND RECREATION, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plant Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on governmental services pursuant to the revenue replacement calculation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$150,000 is hereby authorized from Project CI2113 - American Rescue plan for the purchase of three Ford Maverick hybrid trucks and one Ford F-150 truck for the City's Department of Parks and Recreation.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution which are necessary or desirable to implement the transactions described herein.

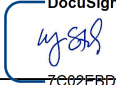
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HURTIG, GARDNER, FROELICH, ARCHITECTS, INC., A COLORADO CORPORATION, IN THE AMOUNT OF \$64,053.00 FOR 22-095, ARCHITECTURAL CONSULTANT FOR DESIGN OF CITY PARK TENNIS COURT RESTROOMS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 1 to the Professional Architectural Services Agreement awarded to Hurtig, Gardner, Froelich, Architects, Inc., in the amount of \$64,053 for Project 22-095, Architectural Consultant for Design of City Park Tennis Court Restrooms.

PREVIOUS COUNCIL ACTION:

Resolution 15151 dated February 27, 2023, approved an agreement for Professional Architectural Services between the City of Pueblo and Hurtig, Gardner, Froeligh, Architects, Inc., in the amount of \$44,514, related to the Architectural Consultant for the Design of City Park Tennis Court Restrooms Project.

BACKGROUND:

In early 2023, the City of Pueblo awarded a contract for architectural design services for renovation of the restroom facility at the City Park Tennis Courts to HGF Architects. In April 2023, the architects provided a summary of a structural, electrical and mechanical/plumbing analysis to determine the code compliance and ability to bring the existing building up to code. At that time, it was determined that bringing the existing building up to code compliance was not economically in the best interest of the City of Pueblo.

The purpose of Amendment No. 1 to the Agreement for Professional Engineering Services is to revise the scope of work to demolish the existing building and design a new building to house offices, restrooms, conference room and concessions.

FINANCIAL IMPLICATIONS:

Funding for the original Agreement (\$44,514) and Amendment #1 (\$64,053.00) will be paid from CI1108 - City Park Tennis Renovation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the new building.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-095 Amendment No 1 for City Council

RESOLUTION NO. 15557

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HURTIG, GARDNER, FROELICH, ARCHITECTS, INC., A COLORADO CORPORATION, IN THE AMOUNT OF \$64,053.00 FOR 22-095, ARCHITECTURAL CONSULTANT FOR DESIGN OF CITY PARK TENNIS COURT RESTROOMS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Professional Architectural Services Agreement to Hurtig, Gardner, Froelich, Architects, Inc. was executed on February 28, 2023; and,

WHEREAS, additional design work contemplated by Amendment No. 1 is needed; and

WHEREAS, it is in the best interest of the City to proceed with and complete such design in the manner herein provided; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 1, by and between the City of Pueblo, a Colorado Municipal Corporation, and Hurtig, Gardner, Froelich, Architects, Inc., a professional architectural firm, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of \$64,053.00.

SECTION 2.

Funds in the amount of \$64,053.00 will be paid from Project CI1108, City Park Tennis Renovation.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 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.

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

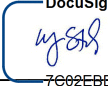
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO AND HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

1. Introduction

This Amendment No. 1 to the Professional Architectural Services Agreement ("Amendment") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Hurtig, Gardner, Froelich, Architects, Inc., a Colorado Corporation ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. Project Statement

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Architectural Services Agreement dated February 28, 2023 for Bid 22-095 Architectural Consultant for Design of City Park Tennis Court Restrooms (the "Agreement").

WHEREAS, City and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Consultant hereby agree to the following conditions.

3. AGREEMENT

- A. The Agreement is amended by revising the Scope of Services to design for new construction of the Tennis Court Tournament and Restroom Facility as outlined in Attachment A.
 1. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.
- B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of \$64,053.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.
 1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.

- C. Consultant and City shall determine a work schedule for the Scope of Services. Consultant shall commence and complete each major work item according to the work schedule; provided, however, Consultant will not be responsible for delays beyond Consultant's control.
1. City must respond in writing with written approval prior to Consultant beginning work.
- D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.
- F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

4. Signature Section

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Amy Hurtig-Smith, President, Principal Architect

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

APPROVED AS TO FORM
DEPARTMENT OF LAW

Alexandria Romero, Finance Director

Carla Sikes, City Attorney

Attachments: Attachment A – Scope of Service, Attachment B – Fee Schedule, and Additional
Information for Amendment

Attachment A

Scope of Services

Excerpt from Consultant's Letter of Proposal dated March 7, 2024, Pages 1-2

Re: Fee Proposal for New 3,500 SF Tennis Court Tournament and Restroom Facility

Our Project Team is delighted to provide you with the Architectural/Engineering fee for the new Pueblo City Park Tennis Court Restroom Facility

Recent meetings with Mayor Gradishar, and requests from new Mayor Graham, and the Parks and Recreation staff have conferred on the attached schematic design. The schematic includes the recent addition of secondary entrances into the restrooms from the north end of the new building.

The design, drawings, and proposed fees would be for an approximately 3,500 square-foot single-story structure that includes:

- Tournament office with three areas for staff and an additional Supply Room.
- Main Entry Lobby with overhead door for opening to the outside and providing area for tracking tournament information.
- A separate, but expandable to the Lobby, Teams Conference Room with coffee bar.
- Men, Women, and Family/Uni-sex Restrooms for a maximum tournament capacity.
- Associated mechanical, electrical, and service space.
- Storage for tournament support.
- Secondary entrances to restrooms.
- Concession that can support local club vending.

Our team will provide a complete, permit-ready, construction set ("CDs") as described below. This includes the design and drawings per standard architectural phases and deliverables:

- Schematic Design
- Design Development
- Permit/Construction Documents with these Deliverables:
 - Architectural Site Plan, Floor Plans, Reflected Ceiling Plans, Roof Plan/Details
 - Code Analysis
 - Exterior Elevations, Interior Elevations
 - Building Cross Sections, Wall Sections
 - Door & Window Schedules, Roof Finish Schedule
 - Civil, Structural, Mechanical/Plumbing, Electrical Plans
- Bidding Contractor Negotiations
- Contract Administration
- Project Closeout

Attachment B

Fee Schedule

Excerpt from original Agreement Schedule 2 Combined With Consultant's Letter of Proposal dated March 7, 2024, Page 2

The above deliverables are provided in a full service Architectural & Engineering fee of \$108,567.00 which will include the services of HGF Architects, Kohnert Electrical Engineers (Mechanical Electrical Plumbing, MEP), Valentine Engineering (Structural), and WJZ Enterprises (Landscaping).

Line Item	Description	Unit of Measure	Grand Total Cost Per Consultant's Letter of Proposal	Cost Proposed in Agreement	Cost for Amendment No. 1 Scope of Services
1	Preliminary Design (Schematic) Phase/Schematic Design	LS	\$21,713.00	\$4,271.00	\$17,442.00
2	Final Design Phase/Design Development	LS	\$21,714.00	\$12,950.00	\$8,764.00
3	Construction Documents for Bidding/Permit and Construction Documents	LS	\$37,998.00	\$21,511.00	\$16,487.00
4	Bidding Phase/Bidding Contractor Negotiations	LS	\$5,429.00	\$2,190.00	\$3,239.00
5	Architect of Record for Construction/Contract Administration	LS	\$21,713.00	\$3,592.00	\$18,121.00
			\$108,567.00	\$44,514.00	\$64,053.00
Total of Amendment No. 1 Scope of Services					\$64,053.00

The costs listed above do not include the City provided geotechnical soil testing and site surveying for the project.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s) – Requested update from Consultant 3/14/2024



Colorado

Secretary of State

Jena Griswold



Skip to content | About Secretary Griswold | Español

For this Record...
Filing history and documents
Trade names
Get a certificate of good standing
File a form
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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	HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.		
Status	Good Standing	Formation date	02/26/1982
ID number	19871466333	Form	Corporation
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	2602 N Elizabeth St, Pueblo, CO 81003, US		
Principal office mailing address	2602 N Elizabeth St, Pueblo, CO 81003, US		

Registered Agent	
Name	AMY G HURTIG-SMITH
Street address	2602 N Elizabeth St, Pueblo, CO 81003, US
Mailing address	2602 N Elizabeth St, Pueblo, CO 81003, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

is a

Corporation

formed or registered on 02/26/1982 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 19871466333 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2024 that have been posted, and by documents delivered to this office electronically through 03/12/2024 @ 07:35:50 .

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 03/12/2024 @ 07:35:50 in accordance with applicable law. This certificate is assigned Confirmation Number 15834593 .



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:

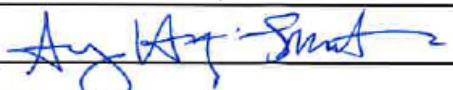
(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA 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: HGF Architects, Inc.

Authorized Signature:  Title: Principal Architect

Printed Name: Amy Hurtig-Smith Date: 2/22/23



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: George Andrews, Energy Coordinator

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$50,000 TO ICONERGY LTD UNDER PROJECT NO. 23-158 CONSULTANT FOR CITY OF PUEBLO DEVELOPMENT OF EV INFRASTRUCTURE

SUMMARY:

This Resolution awards an Agreement for Professional Consulting Services to Iconergy LTD to render limited consulting services for the EV Readiness Plan. Iconergy LTD will be awarded a contract in the amount of \$50,000.

PREVIOUS COUNCIL ACTION:

Ordinance 10563 dated October 10, 2023 established project number CI2325 - Electric Vehicle Readiness Grant, transferring \$10,000 from the unappropriated fund balance of the General Fund into account Project CI2325, budgeting and appropriating \$50,000 into said project account, and authorizing the Mayor to execute the purchase order agreement on behalf of the City of Pueblo.

BACKGROUND:

This project underscores the City's commitment to transportation decarbonization, bridging the gap between strategic planning and funding needs. This modest grant injection will facilitate development of the Pueblo's EV infrastructure.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$50,000 will be paid from CI2325 – Electric Vehicle Readiness Grant.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Consultant will perform satisfactory stakeholder outreach during plan development in coordination with City staff.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the development of the City's EV Readiness Plan.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Evaluation Tabulation

RESOLUTION NO. 15558

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$50,000 TO ICONERGY LTD UNDER PROJECT NO. 23-158 CONSULTANT FOR CITY OF PUEBLO DEVELOPMENT OF EV INFRASTRUCTURE

WHEREAS, competitive bids for Project No. 23-158, Consultant for City of Pueblo Development of EV Infrastructure, have been received and examined; and,

WHEREAS, the proposal of Iconergy LTD was determined to represent the best overall value, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-158 Consultant for City of Pueblo Development of EV Infrastructure; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-158 Consultant for Development of EV Infrastructure to be performed, and the contract for said project is hereby awarded to Iconergy LTD, in the amount of \$50,000.

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.

Funding in the amount of \$50,000 shall be paid from Project Account CI2325 Electric Vehicle Readiness Grant.

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 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION

RFP No. 23-158

Consultant for City of Pueblo Development of EV Infrastructure

RESPONSE DEADLINE: December 7, 2023 at 2:30 pm

Report Generated: Tuesday, March 5, 2024

SELECTED VENDOR

VENDOR AWARDED BY THE EVALUATION PROCESS

Vendor	Location	Score (Points)
Iconergy. LTD	Denver, CO	95

CONSENSUS SCORECARD SUMMARY

Vendor	Statement of Qualifications Points Based 25 Points (25%)	Previous Experience Points Based 30 Points (30%)	Project Approach Points Based 30 Points (30%)	Project Work Schedule Points Based 15 Points (15%)	Total Score (Max Score 100)
CLP Engineering, LLC	23	25.75	26	12.75	87.5
Electric Power Engineers, LLC	22.75	26.75	27	14	90.5
Iconergy. LTD	24.75	29	28	13.25	95
Olsson	23.25	27.5	27.75	13.25	91.8
Plant Engineering Consultants, Inc.	20.5	24	20.5	13	78
Schneider Electric	14.25	21.5	20.25	5.75	61.8



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 \$22,962.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-022, CONCRETE IMPROVEMENTS - LYNDA LANE AND NORTHRIDGE DRIVE, SETTING FORTH \$3,537.50 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Cedar Ridge Landscape Inc., for Project No. 24-022, Concrete Improvements - Lynda Lane and Northridge Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of curb ramp and crosspan improvements at the intersection of Lynda Lane and Northridge Drive

This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funding, in the amount of \$22,962.50, plus \$3,537.50 in contingencies, will be paid from account Project 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. 24-022 Bid Summary

RESOLUTION NO. 15559

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,962.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-022, CONCRETE IMPROVEMENTS - LYNDALANE AND NORTHRIDGE DRIVE, SETTING FORTH \$3,537.50 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-022, Concrete Improvements - Lyndalane and Northridge Drive have been received and examined; and,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-022, Concrete Improvements - Lyndalane and Northridge Drive to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-022, Concrete Improvements - Lyndalane and Northridge Drive to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$22,962.50.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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.....\$3,537.50

SECTION 4.

Funds in the amount of \$26,500, shall be paid 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 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-022 (CI2415)
Concrete Improvements - Lynda Lane and Northridge Drive
RESPONSE DEADLINE: March 6, 2024 at 11:00 am
Report Generated: Wednesday, March 6, 2024

VENDOR TOTALS

Vendor	Total
Cedar Ridge Landscape, Inc	\$22,962.50
CMS of Colorado Springs	\$23,567.78
Finsterwald Landscaping and Irrigation	\$25,482.84
AA Construction Co	\$28,525.54
A 5 Construction	\$29,979.25
Lucky Dog Contracting	\$31,440.00
Baha Construction, Inc.	\$40,181.00
MONTANO CONCRETE CORP	\$52,760.50
WGM Land Design. LLC	\$92,119.92

EVALUATION TABULATION

IFB No. 24-022 (CI2415)

Concrete Improvements - Lynda Lane and Northridge Drive

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	Remove Curb and Gutter	123	LF	\$7.75	\$953.25	\$12.11	\$1,489.53	\$12.00	\$1,476.00	\$5.00	\$615.00	\$10.35	\$1,273.05
X	2	Remove Concrete	417	SF	\$4.00	\$1,668.00	\$4.49	\$1,872.33	\$5.00	\$2,085.00	\$1.50	\$625.50	\$3.69	\$1,538.73
X	3	Remove 7" Reinforced Concrete	332	SF	\$6.00	\$1,992.00	\$6.44	\$2,138.08	\$6.00	\$1,992.00	\$2.50	\$830.00	\$5.58	\$1,852.56
X	4	Remove Asphalt	385	SF	\$4.00	\$1,540.00	\$3.67	\$1,412.95	\$5.00	\$1,925.00	\$2.00	\$770.00	\$2.84	\$1,093.40
X	5	Remove Shrubs	65	SF	\$10.00	\$650.00	\$4.50	\$292.50	\$15.00	\$975.00	\$3.00	\$195.00	\$7.50	\$487.50
X	6	Construct Curb and Gutter	123	LF	\$38.00	\$4,674.00	\$40.22	\$4,947.06	\$45.00	\$5,535.00	\$35.00	\$4,305.00	\$26.19	\$3,221.37
X	7	Construct 4" Concrete	289	SF	\$8.00	\$2,312.00	\$9.71	\$2,806.19	\$12.00	\$3,468.00	\$8.00	\$2,312.00	\$9.29	\$2,684.81
X	8	Construct 6" Concrete	145	SF	\$10.00	\$1,450.00	\$11.18	\$1,621.10	\$16.00	\$2,320.00	\$11.50	\$1,667.50	\$10.50	\$1,522.50
X	9	Construct 7" Reinforced Concrete	320	SF	\$12.00	\$3,840.00	\$13.35	\$4,272.00	\$18.00	\$5,760.00	\$14.75	\$4,720.00	\$12.83	\$4,105.60

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Lynda Lane and Northridge Drive

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EVALUATION TABULATION

IFB No. 24-022 (CI2415)

Concrete Improvements - Lynda Lane and Northridge Drive

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	10	Construct Asphalt Roadway Patch	370	SF	\$8.00	\$2,960.00	\$11.14	\$4,121.80	\$18.00	\$6,660.00	\$8.75	\$3,237.50	\$7.47	\$2,763.90
X	11	Relocate Sign	1	EA	\$150.00	\$150.00	\$244.96	\$244.96	\$250.00	\$250.00	\$75.00	\$75.00	\$229.50	\$229.50
X	12	Install 24"x30" Tactile Band	6	EA	\$165.00	\$990.00	\$172.64	\$1,035.84	\$400.00	\$2,400.00	\$280.00	\$1,680.00	\$206.51	\$1,239.06
X	13	Class 6 Base Material (Place and Compact)	1	TON	\$100.00	\$100.00	\$48.70	\$48.70	\$85.00	\$85.00	\$55.00	\$55.00	\$55.80	\$55.80
X	14	Erosion and Sediment Control	1	LS	\$1,000.00	\$1,000.00	\$460.00	\$460.00	\$750.00	\$750.00	\$75.00	\$75.00	\$500.00	\$500.00
X	15	Traffic Control	1	LS	\$3,200.00	\$3,200.00	\$862.50	\$862.50	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$500.00	\$500.00
X	16	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$3,000.00	\$3,000.00	\$400.00	\$400.00	\$500.00	\$500.00
Total						\$29,979.25		\$28,525.54		\$40,181.00		\$22,962.50		\$23,567.78

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Lynda Lane and Northridge Drive

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EVALUATION TABULATION
IFB No. 24-022 (CI2415)
Concrete Improvements - Lynda Lane and Northridge Drive

BASE BID (Table 2 of 2)

Base Bid					Finsterwald Landscaping and Irrigation		Lucky Dog Contracting		MONTANO CONCRETE CORP		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	123	LF	\$9.54	\$1,173.42	\$10.00	\$1,230.00	\$31.00	\$3,813.00	\$17.23	\$2,119.29
X	2	Remove Concrete	417	SF	\$3.27	\$1,363.59	\$2.50	\$1,042.50	\$12.00	\$5,004.00	\$19.06	\$7,948.02
X	3	Remove 7" Reinforced Concrete	332	SF	\$11.20	\$3,718.40	\$4.00	\$1,328.00	\$13.00	\$4,316.00	\$26.00	\$8,632.00
X	4	Remove Asphalt	385	SF	\$2.62	\$1,008.70	\$2.50	\$962.50	\$12.50	\$4,812.50	\$19.02	\$7,322.70
X	5	Remove Shrubs	65	SF	\$12.30	\$799.50	\$10.00	\$650.00	\$10.00	\$650.00	\$65.00	\$4,225.00
X	6	Construct Curb and Gutter	123	LF	\$33.95	\$4,175.85	\$40.00	\$4,920.00	\$50.00	\$6,150.00	\$27.34	\$3,362.82
X	7	Construct 4" Concrete	289	SF	\$8.27	\$2,390.03	\$10.50	\$3,034.50	\$10.00	\$2,890.00	\$32.88	\$9,502.32
X	8	Construct 6" Concrete	145	SF	\$9.49	\$1,376.05	\$12.50	\$1,812.50	\$11.00	\$1,595.00	\$64.13	\$9,298.85
X	9	Construct 7" Reinforced Concrete	320	SF	\$11.20	\$3,584.00	\$16.00	\$5,120.00	\$14.00	\$4,480.00	\$82.11	\$26,275.20
X	10	Construct Asphalt Roadway Patch	370	SF	\$4.36	\$1,613.20	\$12.00	\$4,440.00	\$17.00	\$6,290.00	\$15.66	\$5,794.20

EVALUATION TABULATION

IFB No. 24-022 (CI2415)

Concrete Improvements - Lynda Lane and Northridge Drive

Base Bid					Finsterwald Landscaping and Irrigation		Lucky Dog Contracting		MONTANO CONCRETE CORP		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Relocate Sign	1	EA	\$160.00	\$160.00	\$275.00	\$275.00	\$200.00	\$200.00	\$175.00	\$175.00
X	12	Install 24"x30" Tactile Band	6	EA	\$308.24	\$1,849.44	\$250.00	\$1,500.00	\$160.00	\$960.00	\$202.66	\$1,215.96
X	13	Class 6 Base Material (Place and Compact)	1	TON	\$66.93	\$66.93	\$125.00	\$125.00	\$600.00	\$600.00	\$348.56	\$348.56
X	14	Erosion and Sediment Control	1	LS	\$160.00	\$160.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$550.00	\$550.00
X	15	Traffic Control	1	LS	\$1,400.00	\$1,400.00	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00	\$850.00	\$850.00
X	16	Mobilization	1	LS	\$643.73	\$643.73	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
Total						\$25,482.84		\$31,440.00		\$52,760.50		\$92,119.92

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Lynda Lane and Northridge Drive

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EVALUATION TABULATION

IFB No. 24-022 (CI2415)

Concrete Improvements - Lynda Lane and Northridge Drive

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	Lucky Dog Contracting	MONTANO CONCRETE CORP	WGM Land Design. LLC
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS									
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	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
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Lynda Lane and Northridge Drive

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EVALUATION TABULATION

IFB No. 24-022 (CI2415)

Concrete Improvements - Lynda Lane and Northridge Drive

Question Title	A 5 Construction	AA Construction Co	Baha Construction, Inc.	CMS of Colorado Springs	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Lucky Dog Contracting	MONTANO CONCRETE CORP	WGM Land Design. LLC
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	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
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Lynda Lane and Northridge Drive

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 25, 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 \$19,403.32 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 24-032, HIGHWAY 47 AND TROY LANDSCAPING, SETTING FORTH \$3,880.68 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Finsterwald Landscaping and Irrigation for Project No. 24-032, Highway 47 and Troy Avenue Landscaping.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of landscaping and flower bed preparation for planting in four locations at the interchange of US Hwy 47 and Troy Avenue. This Resolution awards the construction contract to Finsterwald Landscaping and Irrigation.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$23,284 (contract and contingencies) will be paid from project account PL1902, SH47 & Troy Ave. Landscape.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCE

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-032 Bid Summary

RESOLUTION NO. 15560

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$19,403.32 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 24-032, HIGHWAY 47 AND TROY LANDSCAPING, SETTING FORTH \$3,880.68 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-032, Highway 47 and Troy Landscaping have been received and examined; AND,

WHEREAS, the proposal of Finsterwald Landscaping and Irrigation was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-032, Highway 47 and Troy Avenue Landscaping to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-032, Highway 47 and Troy Avenue Landscaping to be performed, and the contract for said project is hereby awarded to Finsterwald Landscaping and Irrigation in the amount of \$19,403.32.

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.....\$3,880.68

SECTION 4.

Funds in the amount of \$23,284.00, for the contract and contingencies, shall be from account Project PL1902, SH47 & Troy Ave. Landscape.

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.

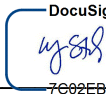
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
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. 24-032 (PL1902)

Highway 47 and Troy Avenue Landscaping

RESPONSE DEADLINE: March 6, 2024 at 11:30 am

Report Generated: Wednesday, March 6, 2024

VENDOR TOTALS

Vendor	Total
Finsterwald Landscaping and Irrigation	\$19,403.32
A 5 Construction	\$26,031.28
Cedar Ridge Landscape, Inc	\$32,671.40
Premier Landscape Industries	\$43,890.00

EVALUATION TABULATION
IFB No. 24-032 (PL1902)
Highway 47 and Troy Avenue Landscaping

BASE BID

Selected	Line Item	Base Bid			A 5 Construction		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Premier Landscape Industries	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Rototilling to a depth of 6-inches	6408	SF	\$0.61	\$3,908.88	\$1.15	\$7,369.20	\$0.60	\$3,844.80	\$2.50	\$16,020.00
X	2	Install drip irrigation lines	1	LS	\$1,850.00	\$1,850.00	\$7,200.00	\$7,200.00	\$4,800.00	\$4,800.00	\$5,800.00	\$5,800.00
X	3	Install drip emitters	1	LS	\$675.00	\$675.00	\$2,100.00	\$2,100.00	\$895.00	\$895.00	\$7,000.00	\$7,000.00
X	4	Purchase and plant Artemisia versicolor "Sea Foam" (Sea Foam Sage) – 1 gallon	53	EA	\$28.75	\$1,523.75	\$85.00	\$4,505.00	\$18.00	\$954.00	\$30.00	\$1,590.00
X	5	Purchase and plant Chamaebatiaria millefolium (Fernbush) – 1 gallon	12	EA	\$33.25	\$399.00	\$70.00	\$840.00	\$38.00	\$456.00	\$30.00	\$360.00
X	6	Purchase and plant Ericameria nauseosus var. nauseosus (Dwarf Blue Rabbitbrush) – 1 gallon	12	EA	\$34.25	\$411.00	\$70.00	\$840.00	\$36.00	\$432.00	\$30.00	\$360.00

EVALUATION TABULATION
IFB No. 24-032 (PL1902)
Highway 47 and Troy Avenue Landscaping

Base Bid					A 5 Construction		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Premier Landscape Industries	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	7	Purchase and plant Rhus aromatica "Gro-Low" (Grow-Low Sumac) – 1 gallon	25	EA	\$33.25	\$831.25	\$70.00	\$1,750.00	\$24.00	\$600.00	\$30.00	\$750.00
X	8	Install 4-inches of Wood Chip Mulch	6408	SF	\$1.55	\$9,932.40	\$0.90	\$5,767.20	\$0.69	\$4,421.52	\$1.25	\$8,010.00
X	9	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
X	10	Traffic Control	1	LS	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Total						\$26,031.28		\$32,671.40		\$19,403.32		\$43,890.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Premier Landscape Industries
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	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
Convicted under state or federal statutes	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 25, 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 \$18,387.60 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-044, CONCRETE IMPROVEMENTS - COLGATE LANE AND FORDHAM CIRCLE, SETTING FORTH \$2,800.40 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Cedar Ridge Landscape Inc., for Project No. 24-044, Concrete Improvements - Colgate Lane and Fordham Circle.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of new concrete curb ramps and sidewalk at the intersection of Colgate Lane and Fordham Circle.

This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of \$21,188.00, will be paid from project account HUAN01, Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-044 Bid Summary

RESOLUTION NO. 15561

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$18,387.60 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-044, CONCRETE IMPROVEMENTS - COLGATE LANE AND FORDHAM CIRCLE, SETTING FORTH \$2,800.40 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-044, Concrete Improvements - Colgate Lane and Fordham Circle have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-044, Concrete Improvements - Colgate Lane and Fordham Circle to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-044, Concrete Improvements - Colgate Lane and Fordham Circle to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$18,387.60.

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.....\$2,800.40

SECTION 4.

Funding, in the amount of \$21,188.00 shall be from project account HUAN01 Street Resurfacing.

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.

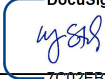
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-044 (HUAN01)
Concrete Improvements - Colgate Lane and Fordham Circle
RESPONSE DEADLINE: March 12, 2024 at 10:00 am
Report Generated: Tuesday, March 12, 2024

VENDOR TOTALS

Vendor	Total
Cedar Ridge Landscape, Inc	\$18,387.60
CMS of Colorado Springs	\$18,745.68
Finsterwald Landscaping and Irrigation	\$22,117.45
Lucky Dog Contracting	\$23,962.50
A 5 Construction	\$25,059.00
Baha Construction, Inc.	\$29,798.00
WGM Land Design. LLC	\$52,233.32

EVALUATION TABULATION
 IFB No. 24-044 (HUAN01)
 Concrete Improvements - Colgate Lane and Fordham Circle

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs		Finsterwald Landscaping and Irrigation	
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	Remove Asphalt	232	S.F.	\$4.00	\$928.00	\$5.00	\$1,160.00	\$2.00	\$464.00	\$2.84	\$658.88	\$2.49	\$577.68
X	2	Remove Curb and Gutter	111	L.F.	\$10.00	\$1,110.00	\$12.00	\$1,332.00	\$5.00	\$555.00	\$10.35	\$1,148.85	\$9.05	\$1,004.55
X	3	Remove Concrete	353	S.F.	\$4.00	\$1,412.00	\$5.00	\$1,765.00	\$1.45	\$511.85	\$3.69	\$1,302.57	\$3.10	\$1,094.30
X	4	Remove Reinforced Concrete	110	S.F.	\$6.00	\$660.00	\$6.00	\$660.00	\$2.50	\$275.00	\$5.58	\$613.80	\$10.64	\$1,170.40
X	5	Construct Curb Head	67	L.F.	\$25.00	\$1,675.00	\$25.00	\$1,675.00	\$18.00	\$1,206.00	\$18.50	\$1,239.50	\$14.07	\$942.69
X	6	Construct Curb and Gutter	111	L.F.	\$38.00	\$4,218.00	\$45.00	\$4,995.00	\$35.00	\$3,885.00	\$26.19	\$2,907.09	\$32.25	\$3,579.75
X	7	Construct 4" Concrete	216	S.F.	\$8.00	\$1,728.00	\$12.00	\$2,592.00	\$8.00	\$1,728.00	\$9.29	\$2,006.64	\$8.27	\$1,786.32
X	8	Construct 6" Concrete	186	S.F.	\$10.00	\$1,860.00	\$16.00	\$2,976.00	\$11.50	\$2,139.00	\$10.50	\$1,953.00	\$9.02	\$1,677.72
X	9	Construct 7" Reinforced Concrete	110	S.F.	\$12.00	\$1,320.00	\$18.00	\$1,980.00	\$14.75	\$1,622.50	\$12.83	\$1,411.30	\$10.64	\$1,170.40

EVALUATION TABULATION

IFB No. 24-044 (HUAN01)

Concrete Improvements - Colgate Lane and Fordham Circle

Base Bid					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs		Finsterwald Landscaping and Irrigation	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Construct Asphalt Roadway Patch	231	S.F.	\$8.00	\$1,848.00	\$18.00	\$4,158.00	\$8.75	\$2,021.25	\$7.47	\$1,725.57	\$4.14	\$956.34
X	11	Install 24"X30" Tactile Bands	8	EACH	\$150.00	\$1,200.00	\$325.00	\$2,600.00	\$280.00	\$2,240.00	\$206.51	\$1,652.08	\$292.82	\$2,342.56
X	12	Relocate Sign	2	EACH	\$150.00	\$300.00	\$250.00	\$500.00	\$50.00	\$100.00	\$229.50	\$459.00	\$152.00	\$304.00
X	13	Install Class 6 Road Base	3	TON	\$100.00	\$300.00	\$85.00	\$255.00	\$55.00	\$165.00	\$55.80	\$167.40	\$63.58	\$190.74
X	14	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$200.00	\$200.00	\$75.00	\$75.00	\$500.00	\$500.00	\$760.00	\$760.00
X	15	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$3,800.00	\$3,800.00
X	16	Mobilization	1	LS	\$3,500.00	\$3,500.00	\$2,100.00	\$2,100.00	\$400.00	\$400.00	\$500.00	\$500.00	\$760.00	\$760.00
Total						\$25,059.00		\$29,798.00		\$18,387.60		\$18,745.68		\$22,117.45

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Colgate Lane and Fordham Circle

Page 3

EVALUATION TABULATION
IFB No. 24-044 (HUAN01)
Concrete Improvements - Colgate Lane and Fordham Circle

BASE BID (Table 2 of 2)

Base Bid					Lucky Dog Contracting		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	232	S.F.	\$2.50	\$580.00	\$19.06	\$4,421.92
X	2	Remove Curb and Gutter	111	L.F.	\$10.00	\$1,110.00	\$18.43	\$2,045.73
X	3	Remove Concrete	353	S.F.	\$2.50	\$882.50	\$19.02	\$6,714.06
X	4	Remove Reinforced Concrete	110	S.F.	\$4.00	\$440.00	\$21.47	\$2,361.70
X	5	Construct Curb Head	67	L.F.	\$16.00	\$1,072.00	\$28.66	\$1,920.22
X	6	Construct Curb and Gutter	111	L.F.	\$40.00	\$4,440.00	\$24.33	\$2,700.63
X	7	Construct 4" Concrete	216	S.F.	\$10.00	\$2,160.00	\$18.15	\$3,920.40
X	8	Construct 6" Concrete	186	S.F.	\$11.00	\$2,046.00	\$21.03	\$3,911.58
X	9	Construct 7" Reinforced Concrete	110	S.F.	\$16.00	\$1,760.00	\$47.88	\$5,266.80
X	10	Construct Asphalt Roadway Patch	231	S.F.	\$12.00	\$2,772.00	\$41.88	\$9,674.28
X	11	Install 24"X30" Tactile Bands	8	EACH	\$250.00	\$2,000.00	\$215.00	\$1,720.00
X	12	Relocate Sign	2	EACH	\$275.00	\$550.00	\$175.00	\$350.00
X	13	Install Class 6 Road Base	3	TON	\$50.00	\$150.00	\$108.00	\$324.00
X	14	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$600.00	\$600.00

EVALUATION TABULATION

IFB No. 24-044 (HUAN01)

Concrete Improvements - Colgate Lane and Fordham Circle

Base Bid					Lucky Dog Contracting		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	15	Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00
X	16	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$4,502.00	\$4,502.00
Total						\$23,962.50		\$52,233.32

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Colgate Lane and Fordham Circle

Page 5

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Baha Construction, Inc.	CMS of Colorado Springs	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Lucky Dog Contracting	WGM Land Design. LLC
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS							
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	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
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 \$5,000.00 FROM ACCOUNT PROJECT NO. CI2121, 18TH STREET EXTENSION AND \$5,059.00 FROM ACCOUNT NO. CIAN22 - ROOF MAINTENANCE AND REPAIR TO ACCOUNT PROJECT NO. CI2327 - WHITLOCK PLANT OUTFLOW REPAIRS, AWARDED CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF \$10,059 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-110, WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers funds in the amount of \$5,000.00 from project account CI2121 - 18th Street Extension and funds in the amount of \$5,059.00 from project account CIAN22, Roof Maintenance and Repair, to project account CI2327 - Whitlock Plant Outflow Repairs, and awards Contract Amendment No. 2 in the amount of \$10,059.00 to Parker Excavating, Inc., for Project No. 23-110 Whitlock Plant Outflow Emergency Culvert Repairs.

PREVIOUS COUNCIL ACTION:

Resolution 15348, dated August 28, 2023, established Project CI2307, Whitlock Plant Outflow Repairs, transferred funds in the amount of \$77,119.00 from Project Account CI2322, Fountain Creek Trail Project to Project Account CI2327, and ratifies and approves the award of an Emergency Construction Contract to Parker Excavating, Inc., for Project No. 23-110, Whitlock Plant Emergency Culvert Repairs.

Resolution 15430, dated November 27, 2023, transferred \$33,394.14 from Project Account CI1502 - Roof Replacements to account CI2307 - Whitlock Plant Outflow Repairs, and awarded Contract Amendment No. 2 in the amount of \$43,453.14 to Parker Excavating, Inc., for Project No. 23-110 Whitlock Plant Outflow Emergency Culvert Repairs.

BACKGROUND:

The original project, awarded to Parker Excavating, Inc., consisted of emergency culvert repairs to the Whitlock Ditch Overflow. The Arkansas River Trail has been undermined due to the recent storms, making it unsafe for emergency vehicles to cross the culvert. The amendment is necessary to add additional concrete removal and replacement for the Fire Department to repair the culvert crossing.

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 approves an amendment to increase the contract award amount previously awarded to Parker Excavating, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$5,000.00 is being transferred from Project Account CI2121 - 18th Street Extension to CI2327, Whitlock Plant Outflow Repairs Project.

Funding in the amount of \$5,059.00 is being transferred from Project Account CIAN22 - Roof Maintenance and Repairs to CI2327, Whitlock Plant Outflow Repairs Project.

Funding in the amount of \$10,059.00 will be paid from Project Account CI2327, Whitlock Plant Outflow Repairs Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-110 Whitlock Plant Outflow Emergency Culvert Repairs
2. 23-110 Amendment No. 1 Whitlock Plant Outflow Emergency Culvert Repairs
3. 23-110 Amendment No. 2 - Parker Excavation - Whitlock Plant Outflow Emergency Culvert Repairs

RESOLUTION NO. 15562

A RESOLUTION TRANSFERRING \$5,000.00 FROM ACCOUNT PROJECT NO. CI2121, 18TH STREET EXTENSION AND \$5,059.00 FROM ACCOUNT NO. CIAN22 - ROOF MAINTENANCE AND REPAIR TO ACCOUNT PROJECT NO. CI2327 - WHITLOCK PLANT OUTFLOW REPAIRS, AWARDED CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF \$10,059 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-110, WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, an Emergency City improvement Construction Contract was awarded to Parker Excavating, Inc., under Contract Number 23-110; and

WHEREAS, additional work is necessary to add additional concrete removal and replacement for the Fire Department to access the area in case of a fire; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$5,000.00 are hereby transferred from Project Account CI2121 - 18th Street Extension into Project Account CI2327 - Whitlock Plant Outflow Repairs Project.

SECTION 2.

Funds in the amount of \$5,059.00 are hereby transferred from Project Account CIAN22- Roof Maintenance and Repairs into Project Account CI2327 - Whitlock Plant Outflow Repairs Project.

SECTION 3.

Contract Amendment No. 2 to the Construction Contract for Project No. 23-110 Whitlock Plant Outflow Emergency Culvert Repairs with Parker Excavating, Inc., in the amount of \$10,059.00, having been approved as to form by the City Attorney, is hereby approved.

SECTION 4.

The Purchasing Agent is hereby authorized to execute said Contract Amendment No. 2 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 5.

Funds, in the amount of \$10,059.00, for Project 23-110 shall be from Project Account CI2327, Whitlock Plant Outflow Repairs project.

SECTION 6.

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 policies and procedures described herein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 4th day of August, 2023, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Parker Excavating, Inc., 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: 23-110
Bid Name: Whitlock Plant Outflow Emergency Culvert Repairs

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
Addendum No. 1
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.

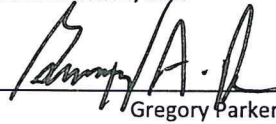
(Contract Agreement – Page 2)

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.

PARKER EXCAVATING, INC.

By



Gregory Parker

Title Vice President

PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:

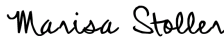
By



Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:

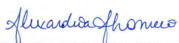


Marisa Stoller, City Clerk



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

DocuSigned by:



Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:



George Hypolite, City Attorney

George Hypolite

Copy - Original on File at Purchasing Department

PERFORMANCE BOND

Bond Number 72577970

KNOW ALL MEN BY THESE PRESENTS:

That we Parker Excavating, Inc., a Colorado Corporation, hereinafter called "Principal" and

WESTERN SURETY COMPANY

Surety

of Chicago, State of Illinois, 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:

Sixty Seven Thousand Sixty Dollars and 00/100----- (\$67,060.00)

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 4th day of August, 2023, a copy of which is hereto attached and made a part
hereof for the construction of:

Bid No.: 23-110

Bid Name: Whitlock Plant Outflow Emergency Culvert Repairs

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 14th day of August, 2023.

ATTEST:

By [Signature]
Principal Secretary

PARKER EXCAVATING, INC.

By [Signature]
Gregory Parker

Title Vice President

(SEAL)

1428 Stockyard Rd., Pueblo, CO 81001
(Address)

By Clayton Parker
(Witness as to Principal)

1428 Stockyard Rd. Pueblo CO 81001
(Address)

WESTERN SURETY COMPANY
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By David J. Rudnik
Attorney-In-Fact David Jay Rudnik

151 N. Franklin, 17th Floor, Chicago, IL 60606
(Address)



By [Signature]
(Witness as to Surety) Kimberly S. Rasch

2626 49th Drive, Franksville, WI 53126
(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 BOND

Bond Number 72577970

KNOW ALL MEN BY THESE PRESENTS:

That we Parker Excavating, Inc., a Colorado Corporation, hereinafter called "Principal" and

WESTERN SURETY COMPANY

Surety

of Chicago, State of Illinois, 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:

Sixty Seven Thousand Sixty Dollars and 00/100----- (\$67,060.00)

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 4th day of August, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 23-110

Bid Name: Whitlock Plant Outflow Emergency Culvert Repairs

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 14th day of August, 2023.

ATTEST:

By

Principal Secretary

PARKER EXCAVATING, INC.

By

Gregory Parker

Title

Vice President

(SEAL)

1428 Stockyard Rd., Pueblo, CO 81001

(Address)

By

Clayton Parker
(Witness as to Principal)

1428 Stockyard Rd. Pueblo CO 81001
(Address)

WESTERN SURETY COMPANY

Surety

ATTEST:

By

(Surety) Attorney-In-Fact

By

David Jay Rudnik

Attorney-In-Fact David Jay Rudnik

151 N. Franklin, 17th Floor, Chicago, IL 60606

(Address)



By

Kimberly S. Rasch

(Witness as to Surety) Kimberly S. Rasch

2626 49th Drive, Franksville, WI 53126

(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 - CERTIFIED COPY

Bond No. 72577970

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DAVID JAY RUDNIK

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Parker Excavating, Inc.Obligee: CITY OF PUEBLOAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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 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."

If Bond No. 72577970 is not issued on or before midnight of August 30th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

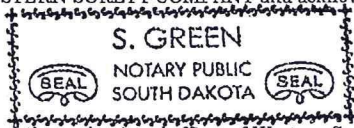
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 14th day of August, 2023.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 14th day of August, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of August, 2023.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F6306-5-2023

NOTICE TO PROCEED

August 17, 2023

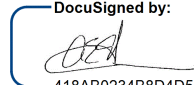
Parker Excavating, Inc.
1428 Stockyard Rd.
Pueblo, CO 81001

Ref: Bid No: 23-110
Bid Name: Whitlock Plant Outflow Emergency Culvert Repairs

You are hereby authorized to proceed on August 17, 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

August 2, 2023

Parker Excavating, Inc.
1428 Stockyard Rd.
Pueblo, CO 81001

Ref: Bid No: 23-110
Bid Name: Whitlock Plant Outflow Emergency Culvert Repairs

The City of Pueblo hereby accepts your proposal submitted on July 27, 2023, for the construction of the referenced project. It appears that your proposal in the amount of \$67,060.00 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 three (3) business days from and including the date of this notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Naomi Hedden", followed by a horizontal line.

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. 23-110
Whitlock Plant Outflow Emergency Culvert Repairs
RESPONSE DEADLINE: July 27, 2023 at 10:00 am
Report Generated: Thursday, July 27, 2023

Parker Excavating, Inc. Proposal

CONTACT INFORMATION

Company:
Parker Excavating, Inc.

Email:
gregparkerexc@outlook.com

Contact:
Greg Parker

Address:
1428 Stockyard Rd.
Pueblo, CO 81001

Phone:
(719) 545-3010

Website:
N/A

PROPOSAL DOCUMENT REPORT
IFB No. 23-110
Whitlock Plant Outflow Emergency Culvert Repairs

Submission Date:
Jul 27, 2023 9:30 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 27, 2023 8:58 AM by Greg Parker

QUESTIONNAIRE

1. CONFIRMATION OF UNDERSTANDING AND OFFER*

Pass

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.

PROPOSAL DOCUMENT REPORT
Public Improvement Invitation for Bid - Whitlock Plant Outflow Emergency Culvert Repairs
Page 2

PROPOSAL DOCUMENT REPORT

IFB No. 23-110

Whitlock Plant Outflow Emergency Culvert Repairs

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 if required, within three (3) days of the date of Notice of Award, and further agrees to complete the work within 45 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.

Confirmed

2. 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.

Greg Parker, V.P. 719-545-3010

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Whitlock Plant Outflow Emergency Culvert Repairs

Page 3

PROPOSAL DOCUMENT REPORT

IFB No. 23-110

Whitlock Plant Outflow Emergency Culvert Repairs

3. 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

PERFORMANCE OF WORK REQUIREMENT:*

Pass

The bidder hereby acknowledges understanding of the performance of work requirement as set forth in [SPECIAL PROVISIONS](#), Section PERFORMANCE OF WORK and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

COLORADO LABOR REQUIREMENT:*

Pass

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.

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Whitlock Plant Outflow Emergency Culvert Repairs

Page 4

PROPOSAL DOCUMENT REPORT

IFB No. 23-110

Whitlock Plant Outflow Emergency Culvert Repairs

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

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

CONVICTED OF A CRIMINAL OFFENSE*

Pass

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Whitlock Plant Outflow Emergency Culvert Repairs

Page 5

PROPOSAL DOCUMENT REPORT

IFB No. 23-110

Whitlock Plant Outflow Emergency Culvert Repairs

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

SUSPENSION OR DEBARMENT*

Pass

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Whitlock Plant Outflow Emergency Culvert Repairs

Page 6

PROPOSAL DOCUMENT REPORT

IFB No. 23-110

Whitlock Plant Outflow Emergency Culvert Repairs

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

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:

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Whitlock Plant Outflow Emergency Culvert Repairs

Page 7

PROPOSAL DOCUMENT REPORT
IFB No. 23-110
Whitlock Plant Outflow Emergency Culvert Repairs

Confirmed

PRICE TABLES					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Remove Concrete	100	SF	\$18.00	\$1,800.00
2	Remove Corrugated Metal Pipe	30	LF	\$125.00	\$3,750.00
3	Install New 72" RCP	30	LF	\$335.00	\$10,050.00
4	Place 7-inch Reinforced Concrete Sidewalk	250	SF	\$18.00	\$4,500.00
5	Install Flow-Fill	10	CY	\$255.00	\$2,550.00
6	Clearing and Grubbing	1	LS	\$3,510.00	\$3,510.00
7	Place 7-inch Reinforced Concrete Headwalls	2	EA	\$9,388.00	\$18,776.00
8	Place 7-inch Reinforced Concrete Wingwalls	2	EA	\$7,912.00	\$15,824.00
9	Erosion & Sediment Control	1	LS	\$1,800.00	\$1,800.00
10	Mobilization	1	LS	\$4,500.00	\$4,500.00
TOTAL					\$67,060.00



City of Pueblo

Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003
(719) 553-2350

ADDENDA REPORT

IFB No. 23-110

Whitlock Plant Outflow Emergency Culvert Repairs

RESPONSE DEADLINE: July 27, 2023 at 10:00 am

Thursday, July 27, 2023

Addenda Issued:

Addendum #1

Jul 21, 2023 9:05 AM

Changes have been made as follows:

- A. Pricing Table has been revised.
- B. ATTACHMENTS
 - 1. Attachment E - CDOT Standard Plan Nos. M-601-10 and M-603-2 has been added.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
K.R. Swerdfeger Construction, Inc.	X	Jul 21, 2023 9:26 AM	Jason Kendall
Russ Grading & Excavating LLC	X	Jul 24, 2023 10:17 PM	Bailey Russ
Parker Excavating, Inc.	X	Jul 27, 2023 8:58 AM	Greg Parker



PUBLIC IMPROVEMENT INVITATION FOR BID

23-110

WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

RELEASE DATE: July 13, 2023

DEADLINE FOR QUESTIONS: July 20, 2023, 4:00 pm

RESPONSE DEADLINE: July 27, 2023, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Pueblo
PUBLIC IMPROVEMENT INVITATION FOR BID
Whitlock Plant Outflow Emergency Culvert Repairs

I. INTRODUCTION
II. SPECIAL PROVISIONS
III. LABOR PROVISIONS
IV. GENERAL PROVISIONS
V. VENDOR SUBMISSIONS.....
VI. PRICING TABLE.....

Attachments:

- A - Sample Contract Documents
- B - Licensing and Sales Tax Information
- C - Whitlock Outfall Ditch
- D - HOA Access to Whitlock
- E - CDOT Standard Plan Nos. M-601-10 and M-603-2

Public Improvement Invitation for Bid #23-110
Title: Whitlock Plant Outflow Emergency Culvert Repairs

1. INTRODUCTION

1.1. [Summary](#)

This project consists of emergency culvert repairs to the Whitlock Ditch Outflow in Pueblo, Colorado.

1.2. [Contact Information](#)

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

Department:
Public Works

1.3. [Timeline](#)

Advertisement/Release Project Date	July 13, 2023
Question Submission Deadline	July 20, 2023, 4:00pm
Bid Opening	July 27, 2023, 10:00am

2. SPECIAL PROVISIONS

2.1. 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.

This is an emergency bid; therefore, a bid guarantee is not required. If awarded, Bidder agrees to complete and file the Contract Agreement and Performance and Payment Bonds (if project is over \$50,000 and over) within three (3) days of the date of 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.

2.2. PERFORMANCE OF WORK

Contractor must be capable of, and shall be required to, self-perform at least thirty percent (30%) of the actual labor or trade work (not supervision) required to complete the project. By submitting a bid, Contractor certifies that Contractor's own employees shall be utilized to meet the self-performance requirement. Supervision of subcontractors is not considered self-performance. Failure to meet this requirement may result in the bid being deemed non-responsive. Documented confirmation that Contractor is meeting this requirement during the performance of the work will be required.

2.3. 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.

2.4. 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”.

2.5. 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 City Engineer.

2.6. 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.

2.7. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Thursday, July 20, 2023 at 4:00 pm (MT).

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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.

2.13. 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.

2.14. 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.

2.15. 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.

2.16. 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.

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.

2.17. 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.

2.18. 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.

2.19. 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.

2.20. 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.

2.21. 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.

2.22. 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.

2.23. COMPLETE WORK ON TIME

Failure to complete the work by the allotted 45 calendar days shall result in the assessing of liquidated damages according to [GENERAL PROVISIONS](#).

2.24. 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.

2.25. 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.

2.26. 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.

2.27. 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.

2.28. 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.

2.29. 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.

2.30. 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

Public Improvement Invitation for Bid #23-110

Title: Whitlock Plant Outflow Emergency Culvert Repairs

- Responsibility to Obtain: Contractor

3. LABOR PROVISIONS

3.1. 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](#).

3.2. 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.

3.3. 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 #23-110
Title: Whitlock Plant Outflow Emergency Culvert Repairs

3.4. 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)

3.5. 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.

4. 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](#).

4.1. [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.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. 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.

4.10. 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.

4.11. 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.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. 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.

4.20. 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.

4.21. 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.

4.22. 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.

4.23. 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.

4.24. 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."

4.25. 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.

4.26. 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.

4.27. 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.

4.28. 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.

4.29. 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.

4.30. 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).

4.31. 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 shall fees in their bid.

4.32. 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.

4.33. 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.

4.34. 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.

4.35. 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.

4.36. 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.

4.37. 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.

4.38. 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.

4.39. 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.

4.40. 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.

4.41. 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.

4.42. 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](#)

4.43. [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.

4.44. 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.

4.45. 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.

4.46. 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.

4.47. 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.

4.48. 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.

4.49. 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.

4.50. 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.

4.51. 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.

4.52. 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.

4.53. 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.

4.54. 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.

4.55. 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.

4.56. 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.

4.57. 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.

4.58. 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.

4.59. 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.

4.60. 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.

4.61. 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.

4.62. 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.

4.63. 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.

4.64. 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.

4.65. 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.

4.66. 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.

4.67. 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.

4.68. 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.

4.69. 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.

5. VENDOR SUBMISSIONS

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

5.1. 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.

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 if required, within three (3) days of the date of Notice of Award, and further agrees to complete the work within 45 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.

Public Improvement Invitation for Bid #23-110
 Title: Whitlock Plant Outflow Emergency Culvert Repairs

☐ Please confirm

*Response required

5.2. 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

5.3. ACKNOWLEDGEMENTS

5.3.1. 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

5.3.2. PERFORMANCE OF WORK REQUIREMENT:*

The bidder hereby acknowledges understanding of the performance of work requirement as set forth in [SPECIAL PROVISIONS](#), Section PERFORMANCE OF WORK 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

5.3.3. 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

Public Improvement Invitation for Bid #23-110
 Title: Whitlock Plant Outflow Emergency Culvert Repairs

5.3.4. *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

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

5.4.1. *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

5.4.2. *Convicted under state or federal statutes**

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

5.4.3. *Convicted under state or federal antitrust statutes**

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

Public Improvement Invitation for Bid #23-110
Title: Whitlock Plant Outflow Emergency Culvert Repairs

☐ Yes

☐ No

*Response required

5.4.4. 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

5.4.5. 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

5.4.6. Unqualified*

Unqualified or financially unable to timely perform the work?

☐ Yes

☐ No

*Response required

5.4.7. Unlicensed *

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

☐ Yes

☐ No

*Response required

5.4.8. 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

5.4.9. Confirmation *

Public Improvement Invitation for Bid #23-110

Title: Whitlock Plant Outflow Emergency Culvert Repairs

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 #23-110
 Title: Whitlock Plant Outflow Emergency Culvert Repairs

6. PRICING TABLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Remove Concrete	100	SF		
2	Remove Corrugated Metal Pipe	30	LF		
3	Install New 72" RCP	30	LF		
4	Place 7-inch Reinforced Concrete Sidewalk	250	SF		
5	Install Flow-Fill	10	CY		
6	Clearing and Grubbing	1	LS		
7	Place 7-inch Reinforced Concrete Headwalls	2	EA		
8	Place 7-inch Reinforced Concrete Wingwalls	2	EA		
9	Erosion & Sediment Control	1	LS		
10	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__.

ATTEST:

By _____
Principal Secretary

Principal

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?

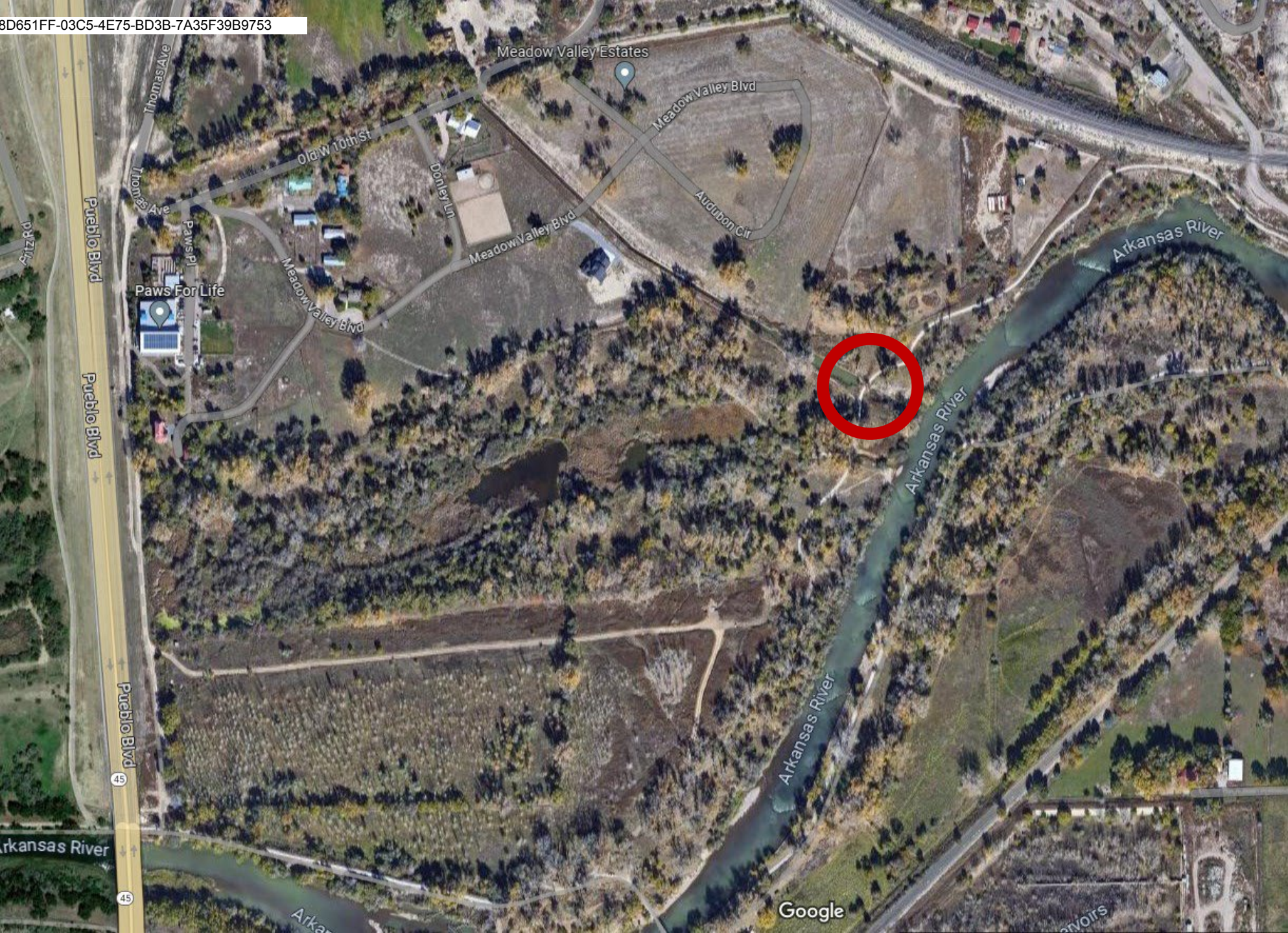
Yes, a Zero return must be filed. If you do not file a return and no taxes are owed, a \$15 late filing fee will be enforced.

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

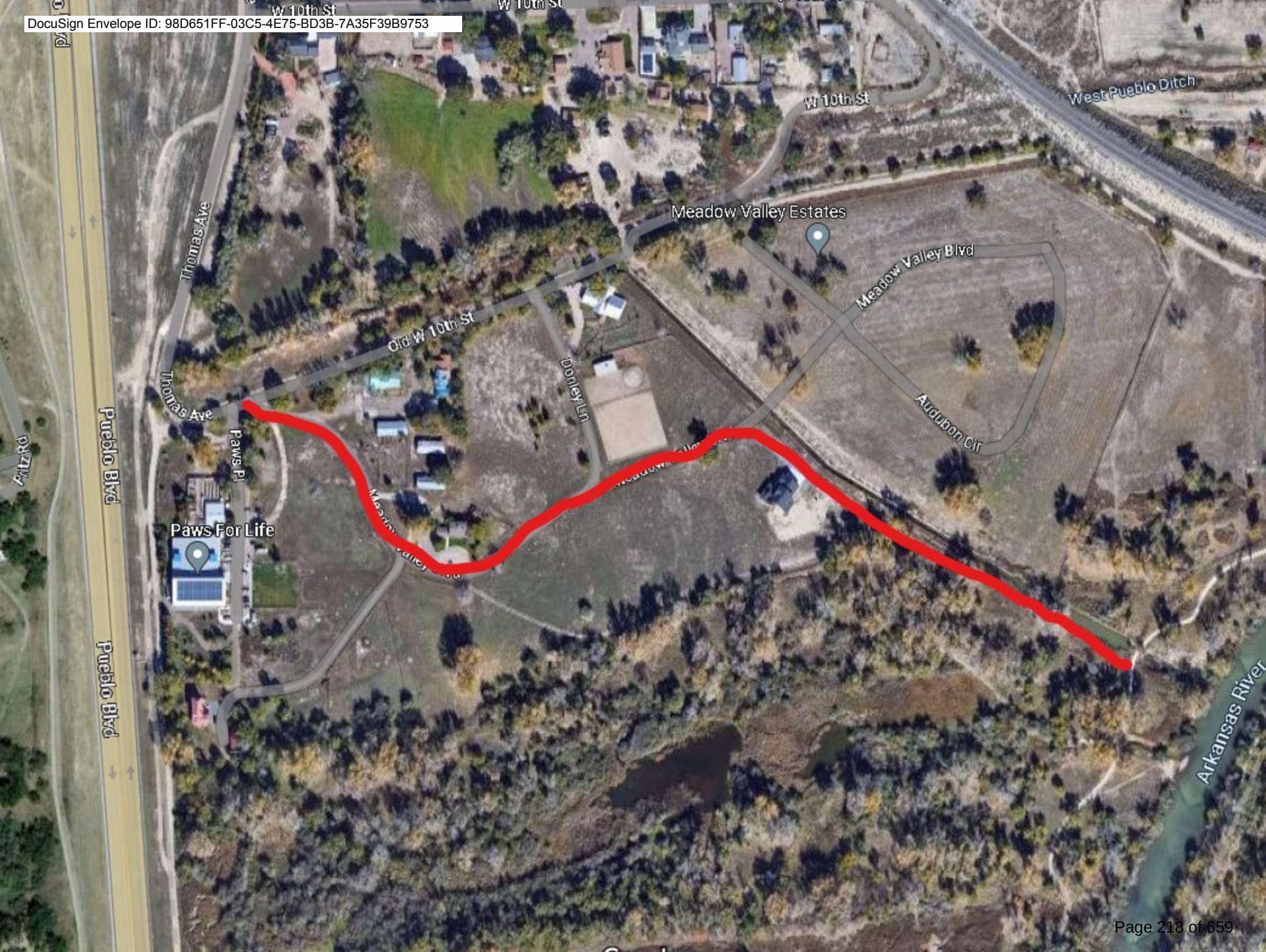
Yes, food purchased from grocery stores is only exempt for home consumption. In any other situation the food is deemed taxable. Any prepared food is also subject to taxation.

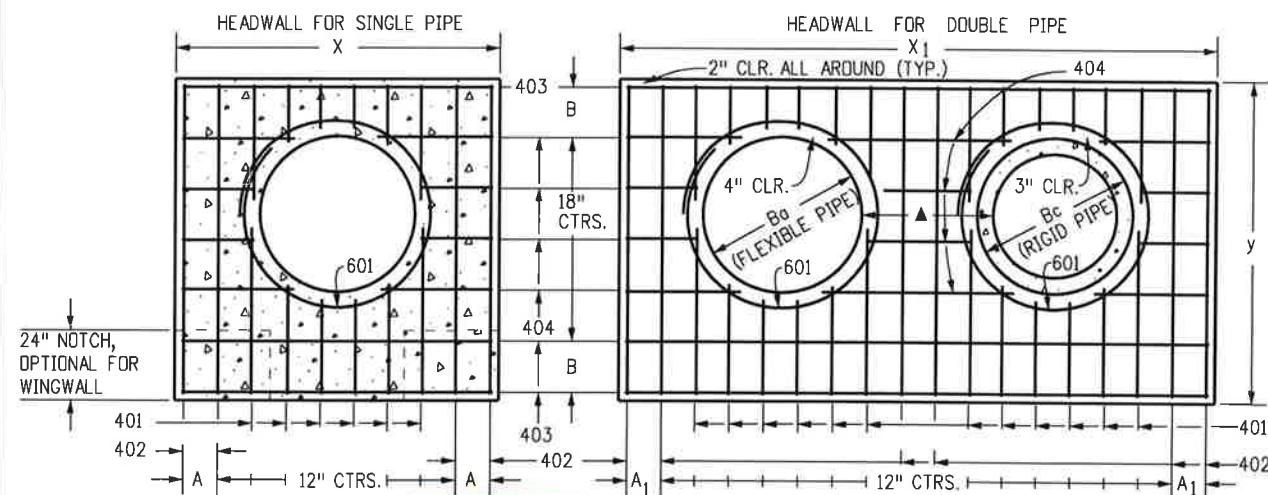
Do I need to notify your office if my business closed?

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

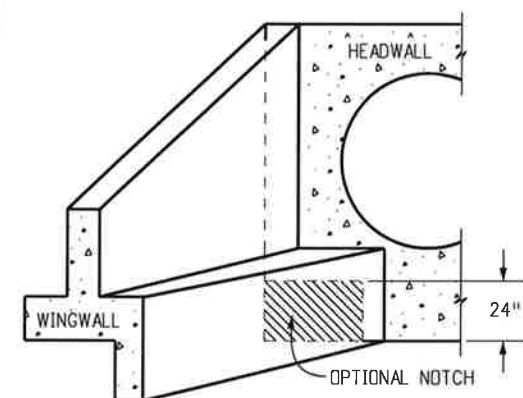




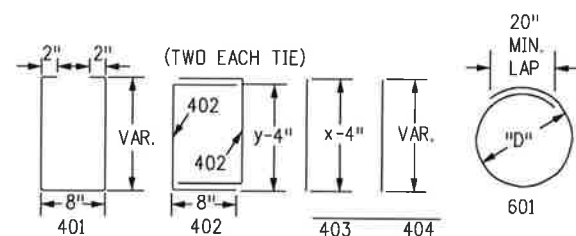




TYPICAL BAR LAYOUT FOR CONCRETE HEADWALLS

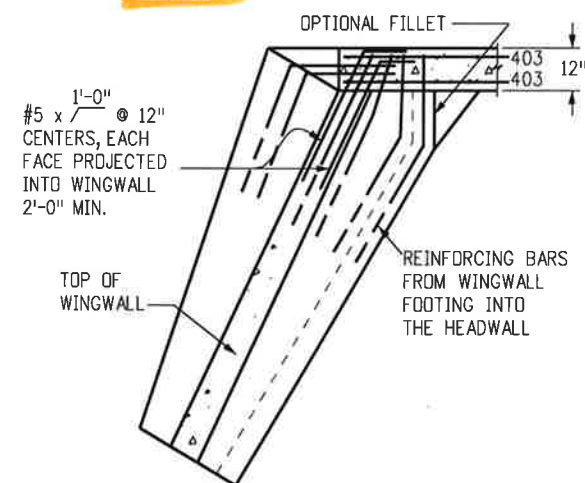


FRONT
VIEW



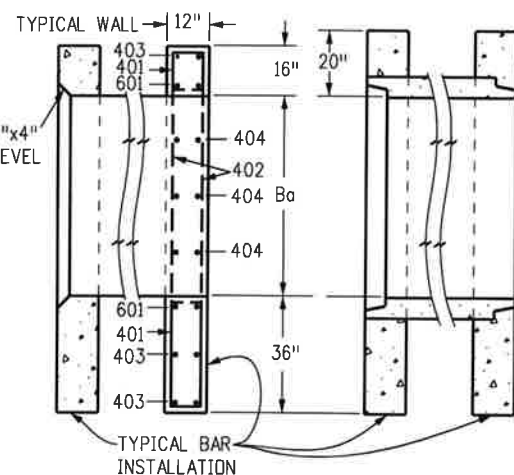
RIGID PIPE = $B_c + 6"$
 "D" = FLEXIBLE PIPE = $B_a + 8"$
 FLEXIBLE ARCH = $SPAN + 8"$
 STRUCTURAL PLATE ARCH = $RISE + 8"$

BAR BENDING



TOP VIEW

WINGWALL CONNECTION

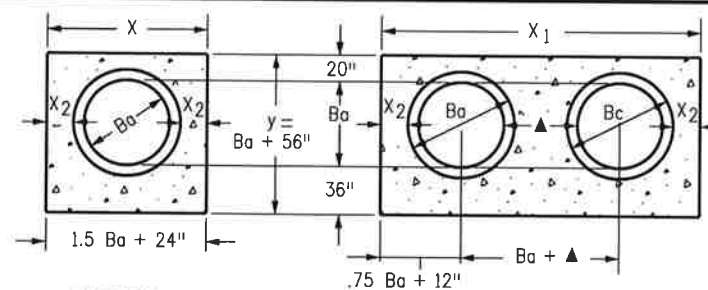


INLET OUTLET

ENDS OF FLEXIBLE PIPE

INLET OUTLET

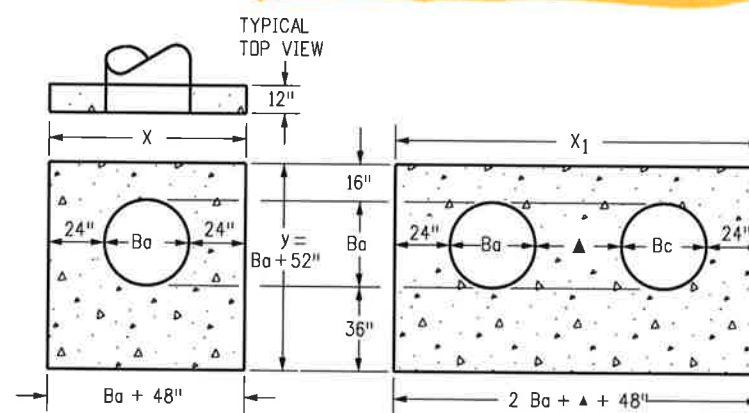
ENDS OF
RIGID PIPE



DIMENSIONS

QUANTITIES												
Ba IN.	Bc IN.	X FT.-IN.	A IN.	X ₁ FT.-IN.	A ₁ IN.	y FT.-IN.	B IN.	X ₂ IN.	CONCRETE		STEEL ■	
									SGL CU.YD.	DBL CU.YD.	SGL LBS.	DBL LBS.
54	65	8-9	8½	15-6	7	9-2	17	20	2.12	3.55	209	363
60	72	9-6	7	17-0	10	9-8	11	21	2.35	3.99	236	414
66	79	10-3	11½	18-6	7	10-2	14	22	2.60	4.44	249	451
72	86	11-0	10	20-0	10	10-8	17	23	2.85	4.91	270	477
78	93	11-9	8½	21-3	11	11-2	11	24	3.11	5.29	306	521
84	100	12-6	7	22-6	7	11-8	14	25	3.38	5.68	333	571
90	107	13-3	11½	23-9	8½	12-2	17	26	3.66	6.08	335	593
96	114	14-0	10	25-0	10	12-8	11	27	3.94	6.48	379	644
102	121	14-9	8½	26-3	11½	13-2	14	28	4.24	6.89	400	664
108	128	15-6	7	27-6	7	13-8	17	29	4.54	7.30	424	707

QUANTITIES

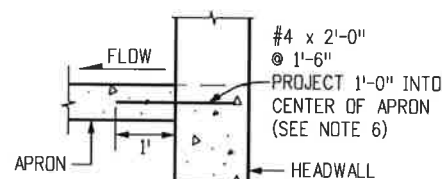


HEADWALL FOR RIGID ROUND PIPE

TOP VIEW

DIMENSIONS						QUANTITIES				
Ba IN.	X FT.-IN.	A IN.	X ₁ FT.-IN.	A ₁ IN.	y FT.-IN.	B IN.	CONCRETE		STEEL ■	
							SGL CU. YD.	DBL CU. YD.	SGL LBS.	DBL LBS.
54 60	8-6 9-0	7 10	15-3 16-6	11½ 7	8-10 9-4	15 18	2.19 2.38	3.81 4.25	211 217	358 396
66 72	9-6 10-0	7 10	17-9 19-0	8½ 10	9-10 10-4	12 15	2.58 2.78	4.70 5.17	252 255	445 472
78 84	10-6 11-0	7 10	20-0 21-0	10 10	10-10 11-4	12 18	2.98 3.19	5.56 5.95	276 297	499 553
90 96	11-6 12-0	7 10	22-0 23-0	10 10	11-10 12-4	15 18	3.40 3.62	6.36 6.79	317 321	517 597
102 108	12-6 13-0	7 10	24-0 25-0	10 10	12-10 13-4	12 15	3.84 4.06	7.21 7.63	364 362	663 678

HEADWALL FOR FLEXIBLE ROUND PIPE



WHEN APRON IS REQUIRED

DIMENSIONS										QUANTITIES			
EQUIV. Ba IN.	SPAN IN.	RISE IN.	X FT.-IN.	A IN.	X ₁ FT.-IN.	A ₁ IN.	y FT.-IN.	B IN.	CONCRETE		STEEL		
									SGL CU. YD.	DBL CU. YD.	SGL LBS.	DBL LB	
72 78	81 87	59 63	10-9 11-3	8½ 11½	20-6 21-6	7 7	9-3 9-7	17½ 10½	2.72 2.85	5.10 5.34	250 275	46 53	
84 90	95 103	67 71	11-9 12-7	8½ 7½	22-10 24-2	9 11	9-11 10-3	12½ 15	3.08 3.30	5.79 6.21	290 321	54 59	
96 102	112 117	75 79	13-4 13-9	12 8½	25-8 26-6	8 7	10-7 10-11	16½ 9½	3.52 3.63	6.65 6.86	314 356	67 60	
108	128	83	14-8	8	28-4	12	11-3	11½	3.96	7.51	376	69	

HEADWALL FOR FLEXIBLE PIPE ARCH

EQUIV. Ba IN.	DIMENSIONS								QUANTITIES			
	SPAN FT.-IN.	RISE FT.-IN.	X FT.-IN.	A IN.	X ₁ FT.-IN.	A ₁ IN.	y FT.-IN.	B IN.	CONCRETE		STEEL ■	
									SGL CU. YD.	DBL CU. YD.	SGL LBS.	DBL LBS.
66 75	6-1 7-0	4-7 5-1	10-1 11-0	10½ 10	19-2 21-0	11 10	8-11 9-5	15½ 9½	2.52 2.80	4.70 5.25	232 282	42 50
84 93	7-11 8-10	5-7 6-1	11-11 12-10	9½ 9	22-10 24-8	9 8	9-11 10-5	12½ 15½	3.08 3.36	5.79 6.33	291 309	54 62
102 111	9-9 10-11	6-7 7-1	13-9 14-11	8½ 9½	26-6 28-10	7 9	10-11 11-5	9½ 12½	3.63 4.05	6.86 7.67	379 377	67 71
120 132	11-10 12-10	7-7 8-4	15-10 16-10	9 9	30-8 32-8	8 8	11-11 12-8	15½ 11	4.36 4.75	8.28 9.03	395 441	73 83
141 150	14-1 15-4	8-9 9-3	18-1 19-4	10½ 12	35-2 37-8	11 8	13-1 13-7	13½ 16½	5.17 5.69	9.86 10.88	448 490	93 95
159	15-10	9-10	19-10	9	38-8	8	14-2	11	5.89	11.25	534	101

HEADWALL FOR STRUCTURAL PLATE ARCH

SKEW ANGLE A°	90	85	80	75	70	65	60	55	50	45	40	35	30
FACTOR (cosecA°)	1.000	1.004	1.015	1.035	1.064	1.103	1.155	1.221	1.305	1.414	1.556	1.743	2.000

SKEW FACTOR TABLE

Computer File Information		
Creation Date:	07/31/19	
Designer Initials:	JBK	
Last Modification Date:	07/31/19	
Detailer Initials:	LTA	
CAD Ver.:	MicroStation V8	Scale: Not to Scale Units: English

Sheet Revisions	
Date:	Comments
(R-X)	
(R-X)	
(R-X)	
(R-X)	

Colorado Department of Transportation



Project Development Branch

JBK

2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868

HEADWALL FOR PIPES

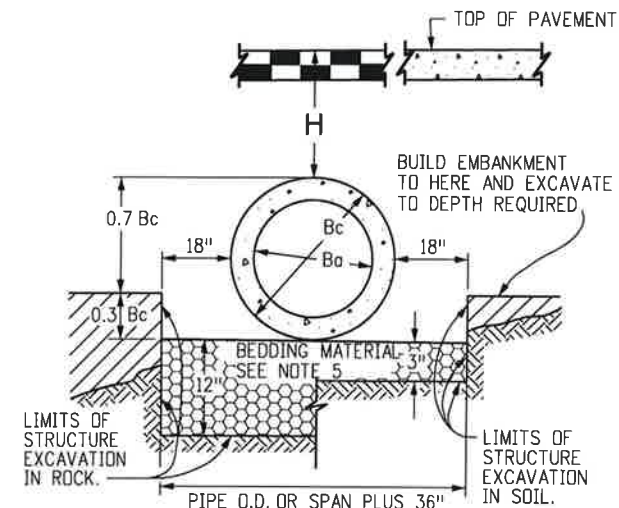
Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.

M-601-10

Standard Sheet No. 1 of 1

Project Sheet Number:

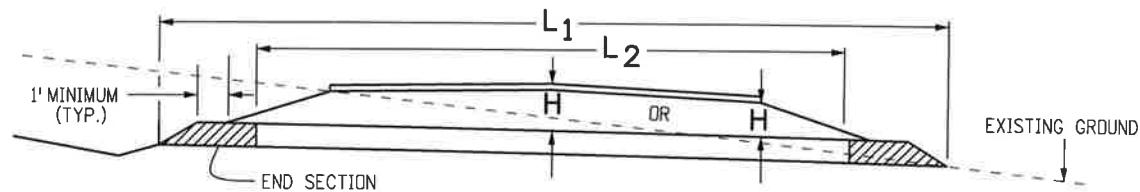


PIPE INSTALLATION
(WITH 0.7 PROJECTION RATIO)

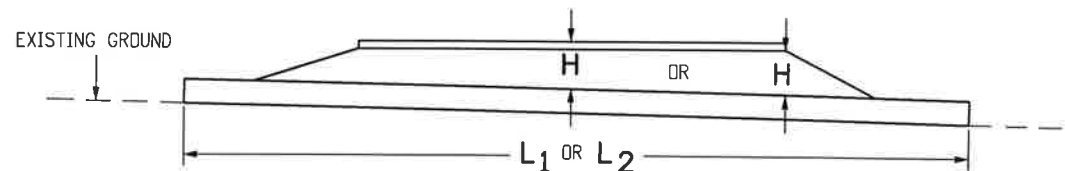
CIRCULAR (CIR)			VERTICAL ELLIPTICAL (VE)				HORIZONTAL ELLIPTICAL (HE)			
PIPE SIZE= B_a (INSIDE DIA)	WALL THICKNESS	0.3 B_c (OUTSIDE DIA)	SPAN	RISE	WALL THICKNESS	0.3 OUTSIDE RISE	SPAN	RISE	WALL THICKNESS	0.3 OUTSIDE RISE
IN.		FT.	IN.			FT.	IN.			FT.
12	2	0.40								
15	2-1/4	0.49								
18	2-1/2	0.58					23	14	2-3/4	0.49
21	2-3/4	0.66								
24	3	0.75					30	19	3-1/4	0.66
27	3-1/4	0.84					34	22	3-1/2	0.73
30	3-1/2	0.92								
33	3-3/4	1.01					38	24	3-3/4	0.79
36	4	1.10								
42	4-1/2	1.28	29	45	4-1/2	1.35	45	29	4-1/2	0.95
48	5	1.45	34	53	5	1.58	53	34	5	1.10
54	5-1/2	1.62	38	60	5-1/2	1.78	60	38	5-1/2	1.23
60	6	1.80	43	68	6	2.00	68	43	6	1.38
66	6-1/2	1.97	48	76	6-1/2	2.23	76	48	6-1/2	1.53
72	7	2.15	53	83	7	2.43	83	53	7	1.68
78	7-1/2	2.32	58	91	7-1/2	2.65	91	58	7-1/2	1.83
84	8	2.50	63	98	8	2.85	98	63	8	1.98
90	8-1/2	2.68	68	106	8-1/2	3.08	106	68	8-1/2	2.13
96	9	2.85	72	113	9	3.28	113	72	9	2.25
102	9-1/2	3.02	77	121	9-1/2	3.50	121	77	9-1/2	2.40
108	10	3.20	82	128	9-3/4	3.69	128	82	9-3/4	2.54
			87	136	10	3.90	136	87	10	2.68

△ ALSO EQUIVALENT ROUND DIMENSION FOR ELLIPTICAL PIPE.

DIMENSIONS FOR REINFORCED CONCRETE PIPE
(FOR INFORMATION ONLY)

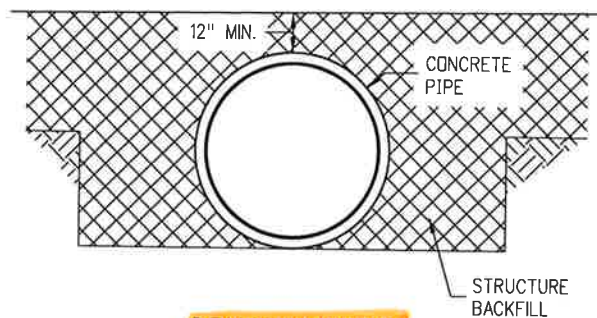


H = HEIGHT OF FILL OVER TOP OF PIPE, INCLUDING PAVEMENT THICKNESS.
 L_1 = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 624.
 L_2 = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 603.



CONCRETE PIPE WITHOUT END SECTIONS

NOTE: USE THE H THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.



CONSTRUCTION MINIMUM COVER FOR RIGID PIPE

TYPE OF PIPE	HEIGHT OF FILL OVER TOP OF PIPE, H (FEET)				
	CLASS OF PIPE (0.01 IN. CRACK D-LOAD)				
	CLASS CIR II CLASS VE II CLASS HE II 1000 D	CLASS CIR III CLASS VE III CLASS HE III 1350 D	CLASS CIR IV CLASS VE IV CLASS HE IV 2000 D	CLASS CIR V CLASS VE V 3000 D	CLASS VE VI 4000 D
CIRCULAR (CIR)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	
VERTICAL ELLIPTICAL (VE)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	± 45 TO 62
HORIZONTAL ELLIPTICAL (HE)	1 TO 18	1 TO 25	± 25 TO 37		

ALLOWABLE RANGE OF HEIGHTS FOR FILL OVER REINFORCED CONCRETE PIPE

(ALL SIZES)

GENERAL NOTES

REINFORCED CONCRETE PIPE

1. FILL HEIGHTS GREATER THAN MAXIMUM ALLOWED IN THE HEIGHTS OF FILL TABLE ON THIS SHEET REQUIRE SPECIAL DESIGN OF STRUCTURE.
2. PIPE DESIGN IS BASED ON SAFETY FACTOR OF 1.33 ON ULTIMATE STRENGTH.
3. THE HEIGHTS OF FILL OVER TOP OF PIPE ARE BASED ON UNIT WEIGHT OF SOIL AT 135 LBS. PER CUBIC FT.
4. PIPE CLASS IS DETERMINED FROM 0.01 IN. CRACK D-LOAD.
5. BEDDING IS CLASS B (MODIFIED) (FROM CONCRETE PIPE DESIGN MANUAL-AMERICAN CONCRETE PIPE ASSOCIATION) WITH SETTLEMENT RATIO $R = 0.0_{sd}$ (YIELDING BED). BEDDING MATERIAL FOR RIGID PIPE IN SOIL SHALL BE 3 IN. LOOSE THICKNESS STRUCTURE BACKFILL CLASS 2. BEDDING MATERIAL FOR RIGID PIPE IN ROCK SHALL BE 12 IN. LOOSE THICKNESS STRUCTURE BACKFILL CLASS 1.
6. CHANGES IN DESIGN FACTORS REQUIRE COMPENSATING CHANGES IN PIPE DESIGN.
7. MINIMUM WALL THICKNESS DIMENSIONS ARE BASED ON AASHTO M 170 (WALL B) FOR CIRCULAR PIPE, AND AASHTO M 207 FOR ELLIPTICAL PIPE.
8. SPACING FOR MULTIPLE PIPE INSTALLATIONS SHALL CONFORM TO THE DETAILS SHOWN ON STANDARD PLAN M-206-1.
9. WHEN A PIPE IS TO BE EXTENDED, THE SAME PIPE MATERIAL AND SIZE AS IN THE ORIGINAL PIPE INSTALLATION SHALL BE USED.

NONREINFORCED CONCRETE PIPE

1. AT THE OPTION OF THE CONTRACTOR, NONREINFORCED CONCRETE PIPE CONFORMING TO AASHTO M 86 MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE FOR ALL SIZES 36 INCHES IN DIAMETER AND SMALLER. THE NONREINFORCED CONCRETE PIPE SHALL MEET THE SAME D-LOAD TO PRODUCE THE ULTIMATE LOAD UNDER THE THREE-EDGE BEARING METHOD AS SPECIFIED FOR REINFORCED CONCRETE PIPE IN CONFORMANCE WITH AASHTO M 170. THE CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION OF CONFORMANCE. THE WALL THICKNESS OF THE NONREINFORCED PIPE MAY BE INCREASED AS REQUIRED TO MEET D-LOAD REQUIREMENT.
2. ALL REQUIREMENTS FOR REINFORCED CONCRETE PIPE, EXCEPT THOSE REFERRING TO REINFORCEMENT, SHALL APPLY TO NONREINFORCED CONCRETE PIPE.

Computer File Information		Sheet Revisions		Colorado Department of Transportation  2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	REINFORCED CONCRETE PIPE	STANDARD PLAN NO.
Creation Date: 07/31/19	(R-X) (R-X) (R-X) (R-X)	Date:	Comments			M-603-2
Designer Initials: JBK						Standard Sheet No. 1 of 1
Last Modification Date: 07/31/19						
Detailer Initials: LTA						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English					Issued by the Project Development Branch: July 31, 2019	Project Sheet Number:

ADDITIONAL INFORMATION

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information



AFFIRMATIVE ACTION PLAN

August 14, 2023

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

Parker Excavating, Inc. 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 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,



Greg A. Parker, Vice President
Parker Excavating, Inc.

Main Office
1428 Stockyard Rd.
Pueblo, CO 81001-4536
719.545.3010, Fax 719.545.0805



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2023

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 CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	CONTACT NAME: Katie Smothers PHONE (A/C, No, Ext): 303-996-7800 E-MAIL ADDRESS: ksmothers@crsdenver.com FAX (A/C, No): 303-757-7719
INSURER(S) AFFORDING COVERAGE	
INSURED Parker Excavating, Inc. 1428 Stockyard Rd Pueblo CO 81001	PARKEXC-01 INSURER A: NAICO INSURER B: Travelers Prop Casualty of AM INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 179070751**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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		MP21060405	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MP21060405	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			MB53830405	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	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 Y	N/A	CW42610405	10/1/2022	10/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased and Rented Equipment ACV/80% Coinsurance/Special			6604H595843	10/1/2022	10/1/2023	Limit Deductible 25,000 2,500

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

RE: Project: #23-110 - Whitlock Plant Outflow Emergency Culvert Repairs

The City of Pueblo, its agents, officers, and employees are included as additional insured on the General Liability with respect to ongoing operations of the named insured for the certificate holder as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

The 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

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

PARKER EXCAVATING, INC.

is a

Corporation

formed or registered on 09/22/1983 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 19871538895 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/30/2023 that have been posted, and by documents delivered to this office electronically through 08/02/2023 @ 07:12:25 .

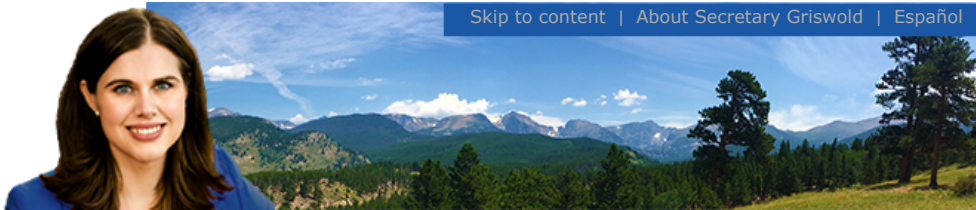
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/02/2023 @ 07:12:25 in accordance with applicable law. This certificate is assigned Confirmation Number 15198610 .



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...

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[FAQs, Glossary and Information](#)

Summary

Details			
Name		PARKER EXCAVATING, INC.	
Status	Good Standing	Formation date	09/22/1983
ID number	19871538895	Form	Corporation
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	1428 Stockyard Rd, Pueblo, CO 81001, US		
Principal office mailing address	1428 Stockyard Rd, Pueblo, CO 81001, US		

Registered Agent	
Name	Stacie PARKER
Street address	1428 Stockyard Rd, Pueblo, CO 81001, US
Mailing address	1428 Stockyard Rd, Pueblo, CO 81001, US

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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](#)



Contractor Details

PRBD License ID	0001474
Company Name	PARKER EXCAVATING INC.
Doing Business As	
Examinee	GREG PARKER
Address	1428 STOCKYARD RD. PUEBLO , CO 81001
Phone	719-545-3010
Licenses	D08 - Demolition D15 - Excavation - Earth Work D42 - Paving P02 - Utility Contractor
Liability Ins.	10/01/2023
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: 98D651FF03C54E75BD3B7A35F39B9753

Status: Completed

Subject: Complete with DocuSign: 23-110 Contract Documents Parker Excavating Inc-Whitlock Plant Outflow ...

Source Envelope:

Document Pages: 92

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Purchasing

AutoNav: Enabled

230 S Mechanic

Envelope Stamping: Enabled

Pueblo, CO 81003

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

Naomi Hedden

nchedden@pueblo.us

Director of Purchasing

City of Pueblo

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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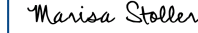
Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Electronic Record and Signature Disclosure:

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

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Alexandria Romero

aromero@pueblo.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



CAE4752363A94D6...

Sent: 8/15/2023 2:44:21 PM

Viewed: 8/16/2023 1:28:20 PM

Signed: 8/16/2023 1:34:47 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: 8/16/2023 1:34:49 PM

Resent: 8/16/2023 4:14:42 PM

Viewed: 8/16/2023 5:16:11 PM

Signed: 8/16/2023 5:18:25 PM

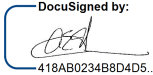
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Electronic Record and Signature Disclosure:

Accepted: 8/16/2023 5:16:11 PM

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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: 8/16/2023 5:18:28 PM Viewed: 8/16/2023 5:43:51 PM Signed: 8/16/2023 5:48:19 PM
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: 208.82.107.130 Signed using mobile	Sent: 8/16/2023 5:48:22 PM Viewed: 8/16/2023 5:49:10 PM Signed: 8/16/2023 5:49:26 PM
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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: 8/16/2023 5:49:29 PM Viewed: 8/17/2023 6:58:19 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/16/2023 5:49:26 PM
Completed	Security Checked	8/16/2023 5:49:29 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of November 28, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and Parker Excavating, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated August 4, 2023, for Bid 23-110 Whitlock Plant Outflow Emergency Culvert Repairs (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:

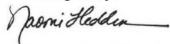
1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall 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 \$110,513.14, which amount includes the original contract amount of \$67,060.00 and the additional contract amount of \$43,453.14 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 not be extended.

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.

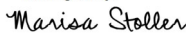
PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:

By 663514DB28C0490...
Naomi Hedden, Director of Purchasing

PARKER EXCAVATING, INC.

By 
Gregory Parker, Vice President

ATTEST:

DocuSigned by:

By 7C02EBDFFC3D43C...
Marisa Stoller, City Clerk

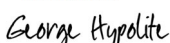


BALANCE OF APPROPRIATION EXISTS FOR
THIS CONTRACT AND FUNDS ARE AVAILABLE:

DocuSigned by:

By CAE47523B3A94D6...
Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:

By DAB59DF55564442...
~~Robert P. Jagger, Deputy City Attorney~~
George Hypolite, City Attorney

**EXHIBIT 1
REQUEST FOR QUOTATIONS**

BID 23-110 WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS

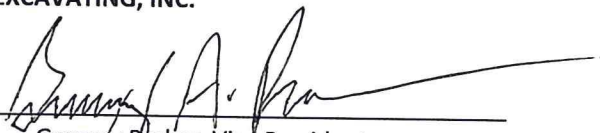
The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City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

Additional Work Item	Quantity	Grand Total for Additional Work
Additional removal and replacement of concrete for Fire Department access to area.	Lump Sum	\$43,453.14

(Forty Three Thousand, Four Hundred Fifty Three and 14/100-----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.

PARKER EXCAVATING, INC.

By: 
Gregory Parker, Vice President

From: [Deborah Rivera](#)
To: [Stacie Jo Parker](#)
Subject: RE: [External] Fw: Whitlock Plant Outflow
Date: Wednesday, January 3, 2024 12:54:00 PM
Attachments: [image001.png](#)

Hi Stacie Jo,

After discussing with Naomi and considering all the facts regarding this project, we will waive the bond rider requirement in this case. If you will upload the signed amendment to OpenGov, we'll proceed.

Thank you,

Debby Rivera, CPPB, NIGP-CPP
Purchasing/Contract Coordinator
719.553.2350 Office | 719.553.2351 Fax
drivera@pueblo.us



-

For Bids and RFPs: www.pueblo.us/purchasing

From: Stacie Jo Parker <stacie.jo@hotmail.com>
Sent: Wednesday, January 3, 2024 11:08 AM
To: Deborah Rivera <drivera@pueblo.us>
Subject: [External] Fw: Whitlock Plant Outflow

External email. Please use caution.

Hello,

Please find below the email we received from our bonding agent regarding the request for a bond rider for the Whitlock Plant Outflow Project. Please let me know if you have any questions or need any additional information.

Regards,

Stacie Jo Parker

Parker Excavating, Inc.

Dear Stacie Jo:

Good morning to you on this Christmas holiday week. In reviewing the bond file for the above project, we find that this bond was closed out already. So the request for a bond Rider seems incorrect at this time.

Also, the bond form used contains language which essentially extends the bond to cover the additional work. See the attached copy of the bond and highlighted paragraph. Share this with the City to see if this addresses their needs.

--



Dave Rudnik

Partner, Shorewest Surety Services, Inc.

612-310-8435 dave@shorewestsurety.com

FL License # E081935

Naples Office



Certificate Of Completion

Envelope Id: C95224275682411FA3222C6130B1C6D9

Status: Completed

Subject: Complete with DocuSign: 23-110 Amendment No. 1 - Parker Excavation - Whitlock Plant Outflow Eme...

Source Envelope:

Document Pages: 5

Signatures: 4

Envelope Originator:

Certificate Pages: 5

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

1/8/2024 9:32:47 AM

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: 1/8/2024 9:39:30 AM

Viewed: 1/8/2024 10:45:41 AM

Signed: 1/8/2024 10:45:46 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 1/8/2024 10:49:22 AM

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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:



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Viewed: 1/9/2024 9:20:12 AM

Signed: 1/9/2024 9:20:17 AM

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...

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Viewed: 1/9/2024 2:01:36 PM

Signed: 1/9/2024 2:01:47 PM

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Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
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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: 1/9/2024 2:01:49 PM Viewed: 1/10/2024 8:18:46 AM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/9/2024 2:01:50 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	1/9/2024 2:01:47 PM
Completed	Security Checked	1/9/2024 2:01:50 PM
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 26, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Parker Excavating, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated August 4, 2023, for Bid 23-110 Whitlock Plant Outflow Emergency Culvert Repairs (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 \$120,572.14, which amount includes the original contract amount of \$67,060.00, Amendment No. 1 in the amount of \$43,453.14, and the additional contract amount of \$10,059.00 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 not be extended.

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

PARKER EXCAVATING, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Gregory Parker, 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:

Carla Sikes, City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 23-110 WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS

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
Additional removal and replacement of concrete for Fire Department access to area.	Lump Sum	\$10,059.00

(Ten Thousand, Fifty Nine and 00/100-----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.

PARKER EXCAVATING, INC.

By: _____
Gregory Parker, Vice President



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE AND ANY OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

SUMMARY:

This Resolution would authorize the Mayor of the City of Pueblo to execute applications with the Federal Transit Administration for Federal Transportation assistance for Pueblo's Transit System.

PREVIOUS COUNCIL ACTION:

On October 23, 2017, the City Council, through Resolution No. 13804, granted the President of the City Council, or their Designee, authority to execute agreements and take actions on behalf of the City with respect to the Federal Transit Administration and available federal funding for transit activities within the City.

BACKGROUND:

This resolution replaces the outdated one currently on file with the FTA updating the verbiage to reflect the Strong Mayor Form of Government currently followed in the City.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If City Council does not pass this Resolution, the City could be delayed in the application for, acceptance of, and distribution of federal assistance for the City's Transit Operations.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo, Authorizing Resolution 171023 (2)

RESOLUTION NO. 15563

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE AND ANY OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Federal Transit Administration has been authorized to provide funding to support public transportation under 49 U.S.C. Chapter 53;

WHEREAS, grants or cooperative agreements for federal financial assistance will impose certain obligations upon the City of Pueblo, a Colorado Municipal Corporation ("City"), and may require the City to provide the Non-Federal share of transportation-related expenses supported with federal financial assistance;

WHEREAS, City of Pueblo is legally authorized under Federal, State, or Local Law to apply for and receive federal assistance;

WHEREAS, City of Pueblo is the Designated Recipient as defined at 49 U.S.C. 5307(a)(2) to apply for and receive Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307; and

WHEREAS, City is required to provide certain certifications and assurances to the Federal Transit Administration at least annually; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Resolution No.13804, passed on October 23, 2017, is hereby superseded and replaced hereby. All actions taken by the Mayor or Designee, with respect to the Federal Transit Administration prior to the passage of this Resolution, are hereby ratified and approved.

SECTION 2.

The Mayor or Designee is authorized to execute and file an application for federal assistance on behalf of the City of Pueblo with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53 or any other Federal Statutes authorizing activities administered by the Federal Transit Administration.

SECTION 3.

The Mayor or Designee is authorized to execute and file with the Federal Transit Administration the Annual Certifications and Assurances and other documents the Federal Transit Administration requires before awarding a Federal Assistance Grant or Cooperative Agreement.

SECTION 4.

The Mayor is authorized to execute the Grant and Cooperative Agreements with the Federal Transit Administration on behalf of the City.

SECTION 5.

The Mayor or Designee is authorized to draw payments against available grant funding using the ECHO Web System or other Federal Transit Administration automated application to request payments from Grant Awards.

SECTION 6.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

RESOLUTION NO. 13804

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE AND ANY OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Federal Transit Administration has been authorized to provide funding to support public transportation under 49 U.S.C. Chapter 53;

WHEREAS, grants or cooperative agreements for Federal financial assistance will impose certain obligations upon the City of Pueblo, a Colorado municipal corporation ("City"), and may require City to provide the non-Federal share of transportation-related expenses supported with Federal financial assistance;

WHEREAS, City of Pueblo is legally authorized under Federal, state, or local law to apply for and receive Federal assistance;

WHEREAS, City of Pueblo is the Designated Recipient as defined at 49 U.S.C. 5307(a) (2) to apply for and receive Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307.

WHEREAS, City is required to provide certain certifications and assurances to the Federal Transit Administration at least annually;

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

SECTION 1.

That President of City Council or designee is authorized to execute and file an application for Federal assistance on behalf of City of Pueblo with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53 or any other Federal statutes authorizing activities administered by the Federal Transit Administration.

SECTION 2.

That President of City Council or designee is authorized to execute and file with the Federal Transit Administration the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.

SECTION 3.

That President of City Council is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of City.

SECTION 4.

That President of City Council or designee is authorized to draw payments against available grant funding using the ECHO web system or other Federal Transit Administration automated application used to request payments from grant awards.

SECTION 5.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: October 23, 2017

BY: Ed Brown
COUNCIL PERSON

APPROVED: [Signature]
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

CERTIFICATION

The undersigned being the duly qualified City Clerk, City of Pueblo, a Colorado municipal corporation ("City"), acting on behalf of the City, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City Council of City held on October 23, 2017.

[SEAL]


Gina Dutcher, City Clerk

10-23-17
Date



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 TO APPROVE AMENDMENT NO. 1 TO THE REVOCABLE PERMIT DATED MAY 14, 2021, ISSUED TO THE PUEBLO CITY - COUNTY LIBRARY DISTRICT, FOR THE PURPOSE OF INSTALLING TWO 6'W X 4'H ILLUMINATED SIGN CABINETS ON THE EXISTING RETAINING WALL

SUMMARY:

This Resolution will amend the description of the permitted area described in the Revocable Permit issued to the Pueblo City-County Library District dated May 14, 2021, to include the improvements for the accessibility plaza for library patrons and two 6'W x 4'H illuminated sign cabinets on the existing retaining wall.

PREVIOUS COUNCIL ACTION

City Council passed Resolution No. 14607 on May 10, 2021, approving the issuance of the Revocable Permit dated May 14, 2021, to the Pueblo City-County Library District.

BACKGROUND:

The recent renovations at Rawlings Library included the construction of an accessibility plaza which extended into the public right-of-way along Abriendo Avenue, requiring the issuance of a revocable permit. That permit was issued on May 14, 2021. The Pueblo City-County Library District desires to install two new signs on the retaining wall that was constructed, extending into the same right-of-way. Because the improvements are related to the accessibility plaza retaining wall, the decision was made to amend the existing permit rather than issue a new one. This amendment amends the description of the permitted area and includes the retaining wall and the new lighted signs as authorized improvements.

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 Pueblo City-County Library District from improving the accessibility plaza for library patrons.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED AMENDMENT TO RES 14607

RESOLUTION NO. 15564

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE REVOCABLE PERMIT DATED MAY 14, 2021, ISSUED TO THE PUEBLO CITY - COUNTY LIBRARY DISTRICT, FOR THE PURPOSE OF INSTALLING TWO 6'W X 4'H ILLUMINATED SIGN CABINETS ON THE EXISTING RETAINING WALL

WHEREAS, City Council passed Resolution No. 14607 on May 10, 2021, authorizing the issuance of the Revocable Permit dated May 14, 2021, to the Pueblo City-County Library District, for the use of the Abriendo Avenue right-of-way on the front entrance of the library to install a new retaining wall and monolithic handrail, AND

WHEREAS, the Pueblo City-County Library District, has requested an amendment to the permitted area authorized under said Revocable Permit to include installing two 6'W x 4'H illuminated sign cabinets on the existing retaining wall; AND

WHEREAS, the Revocable Permit Committee recommends approval of the requested amendment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Amendment No. 1 to the Revocable Permit dated May 14, 2021, is authorized to be issued to the Pueblo City-County Library District to amend the designated permitted area for the purpose of installing illuminated sign cabinets on the existing retaining wall.

SECTION 2.

The use of the installation of the sign cabinets on the existing retaining wall hereby is subject to all limitations, terms, and conditions set forth in the Revocable Permit dated May 14, 2021, as amended by the attached Amendment No. 1.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

AMENDMENT NO. 1 TO REVOCABLE PERMIT

This Amendment No. 1 to Revocable Permit dated May 14, 2021, is issued by the City of Pueblo ("City") to the Pueblo City – County Library District, ("Permittee").

WHEREAS, Resolution No. 14607 approved by City Council on May 10, 2021, approved the issuance of a Revocable Permit (hereinafter referred to as the "Permit") to the Permittee and the City issued said Permit on May 14, 2021;

WHEREAS, the Permittee has requested an amendment to the Permit to update the description of the permitted area; and

WHEREAS, the Revocable Permit Committee recommends approval of the requested amendment; NOW THEREFORE,

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED AMENDMENT REPRESENTS, WARRANTS, AND AGREES:

1. Item No. 4 of the Permit Permit is hereby deleted in its entirety and amended to read as follows:

4. Authorized Improvements: Accessibility plaza for library patrons and two 6'w x 4'h illuminated sign cabinets on the existing retaining wall.

2. This Amendment shall become effective on the date of final signature by the Mayor.
3. This Amendment shall be recorded by the City in the records of the Pueblo County Clerk and Recorder. Permittee shall be responsible for payment of all fees associated with recording at its sole expense.
4. The Permit, as amended by this Amendment, shall remain in full force and effect, and Permittee shall be and remain subject to all terms and conditions of the Permit including expressly and not in any way by limitation subsection (n) which provides that, "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."

SIGNATURE PAGE FOLLOWS

PERMITTEE:

Signed in Pueblo, Colorado this 15th day of March, 2024.

Pueblo City-County Library District

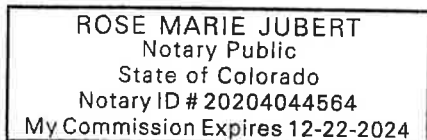
By: 
Sherri Baca, Executive Director

STATE OF COLORADO)
) SS.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me the 15th day of March, 2024

by Sherri Baca as Executive Director

My commission expires: 12-22-24.




Notary Public

CITY:

APPROVED this _____ day of _____, 20____.

CITY OF PUEBLO, a Municipal Corporation

By _____
Heather Graham, Mayor



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 25, 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-23-46) TO BLACK HILLS ENERGY COLORADO ELECTRIC, LLC, FOR THE USE OF A PORTION OF THE RIGHT-OF-WAY ON THE EAST/SOUTH SIDE OF VICTORIA, APPROXIMATELY 8'3" IN WIDTH AND A PORTION OF THE RIGHT-OF-WAY APPROXIMATELY 8'7" IN WIDTH ALONG THE NORTH/EAST SIDE OF D STREET.

SUMMARY:

Attached is Revocable Permit (REV-23-46) to be approved for issuance to Black Hills Energy Colorado Electric, LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-23-46) requesting to install a fence which will occupy a portion of the right-of-way on the East/South side of Victoria, approximately 8'3" in width and a portion of the right-of-way approximately 8'7" in width along the North/East side of D Street.

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 installing the authorized structure in the right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-23-46 (Black Hills)

RESOLUTION NO. 15565

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-46) TO BLACK HILLS ENERGY COLORADO ELECTRIC, LLC, FOR THE USE OF A PORTION OF THE RIGHT-OF-WAY ON THE EAST/SOUTH SIDE OF VICTORIA, APPROXIMATELY 8'3" IN WIDTH AND A PORTION OF THE RIGHT-OF-WAY APPROXIMATELY 8'7" IN WIDTH ALONG THE NORTH/EAST SIDE OF D STREET.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Black Hills Energy Colorado Electric, LLC, for the use of a portion of the right-of-way on the East/South side of Victoria, approximately 8'3" in width and a portion of the right-of-way approximately 8'7" in width along the North/East side of D Street.

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 this Resolution to implement the policies and procedures described herein.

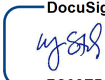
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

(Existing Structure)

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

1. Name, Address and Telephone Number of Permittee: **Black Hills Energy Colorado Electric LLC 105 S. Victoria Avenue, Pueblo CO 81003 3035683260 105 S. Victoria Avenue, Pueblo CO 81003**
2. Permitted Area: **A portion of the right-of-way on the east/south side of Victoria Avenue, approximately 8' 3" in width and a portion of the right-of-way approximately 8' 7" in width along the north/east side of D Street**
3. Purpose of Revocable Permit: **Allow the Authorized Structure to be within the Permitted Area until termination or revocation of this Revocable Permit.**
4. Authorized Structure:
5. Commencement Date: **October 24, 2023**
6. Ending Date: **Indefinite**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. In no event shall the Authorized Structure be enlarged or otherwise expanded beyond its current size or location.
- (b) The Authorized Structure shall be maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, the Authorized Structure shall not be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall the Authorized Structure hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Failure to timely remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws shall constitute Permittee's abandonment of the Authorized Structure, and the City may, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (e) Permittee shall keep the Authorized Structure and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (f) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, repair or maintenance of the Authorized Structure in the Permitted Area, or the use of the Permitted Area or Authorized Structure by Permittee, its officers, agents, employees, invitees or general public.
- (g) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (h) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance CA – 4/6/10 and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (i) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.
- (j) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:
- (i) If to Permittee, at the address shown in paragraph 1 above.
 - (ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (j).
- (k) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove Permittee's Authorized Structure in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Authorized Structure within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(l) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (g) and (h) above; or (v) revocation or termination of this Permit by resolution of the City Council of City.

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

Signed in Pueblo, Colorado this 6th day of March, 2024.

PERMITTEE:

Organization or
Individual:

BLACKHILLS ENERGY COLORADO ELECTRIC, LLC.

By:

Title:

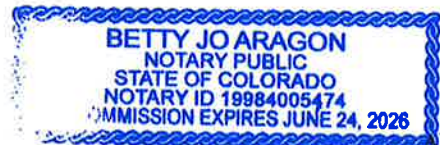
[Signature]
COMMUNITY AFFAIRS MANAGER

STATE OF COLORADO)

COUNTY OF PUEBLO) SS.,

The foregoing instrument was acknowledged before me the 6th day of March, 2024 by
John Vigil as _____.

My commission expires: 6/24/26.



[Signature: Betty Jo Aragon]
Notary Public

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

By _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 APPROVING A PARTIAL RELEASE OF A DRAINAGE EASEMENT IN THE PARK WEST BUSINESS CAMPUS NINTH FILING SUBDIVISION TO FACILITATE THE COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

SUMMARY:

This Resolution authorizes a partial release of a drainage easement whereas an alternate drainage easement has been dedicated on the Cottages at Park West Subdivision, a Special Area Plan Plat.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance No. 8621 which approved the Park West Business Campus Filing No. 8 Subdivision Plat as well as a drainage easement on the property recorded under Reception No. 1963798.

BACKGROUND:

A drainage easement was granted to the City in 2013 for the purpose of routing stormwater in the Park West Business Campus Subdivision Ninth Filing through a drainage swale. As part of the development of Cottages at Park West Subdivision, a Special Area Plan, a portion of this drainage swale was converted into a closed pipe system at a more desired alignment to allow for development of the property. As a result of this new alignment, only a portion of the original drainage easement is required.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will prevent the City from releasing its interest in the Drainage Easement.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Partial Release of Drainage Easement - 1963798
2. Original Granted Drainage Easement - 1963798
3. Cottages at Park West Subdivision, A SAP - Plat

RESOLUTION NO. 15566

A RESOLUTION APPROVING A PARTIAL RELEASE OF A DRAINAGE EASEMENT IN THE PARK WEST BUSINESS CAMPUS NINTH FILING SUBDIVISION TO FACILITATE THE COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Release of Easement relinquishing the City's interest in a portion of a drainage easement located in the Park West Business Campus Filing No. 8 Subdivision and recorded in the records of the Pueblo County Clerk and Recorder under Reception No. 1963798, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The Mayor is authorized to execute the Release of Easement 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.

The City Clerk is directed to cause said Release of Drainage Easement to be recorded in the office of the Pueblo County Clerk and Recorder forthwith. The recording fees for this release of easement are to be paid for by the owner of the property upon which the easement is located.

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.

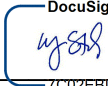
SECTION 5

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

RELEASE OF EASEMENTS

This release of easements is made on _____, 2024, by Pueblo, a Municipal Corporation (City), whose legal address is One City Hall Place, Pueblo, Colorado 81003, to QWANZO, LLC, a Colorado Limited Liability Company.

WHEREAS, QWANZO, LLC, a Colorado Limited Liability Company is the Grantor and the City is the Grantee of certain easement and right of way for drainage purposes described in attached Exhibits "A" and "B"; and

WHEREAS, QWANZO, LLC, a Colorado Limited Liability Company has dedicated an alternate easement on the subdivision plat of Cottage at Park West Subdivision, a Special Area Plan; and

NOW THEREFORE in consideration of QWANZO, LLC, a Colorado Limited Liability Company dedicating an alternate easement on the subdivision plat of Cottage at Park West Subdivision, a Special Area Plan, the City hereby releases a portion of the easement described in attached Exhibit "A".

Pueblo, a Municipal Corporation

By: _____
Mayor of Pueblo

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, Mayor of Pueblo and Marisa Stoller, City Clerk.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A EASEMENT VACATION

A PORTION OF THAT EASEMENT AND RIGHT OF WAY RECORDED DECEMBER 12, 2013 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NUMBER 1963798, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS BASED UPON THE NORTH LINE OF SANCHEZ LANE, PARK WEST BUSINESS CAMPUS, FILING NO. 9 RECORDED OCTOBER 1, 2014 IN SAID RECORDS UNDER RECEPTION NUMBER 1986430, BEING MONUMENTED ON THE WEST END BY A NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" FOUND FLUSH WITH THE GROUND, AND ON THE EAST END BY A NO. 5 REBAR WITH NO CAP FOUND FLUSH WITH THE GROUND, BEING ASSUMED TO BEAR SOUTH 89°12'05" WEST A DISTANCE OF 756.94 FEET;

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF SANCHEZ LANE, MONUMENTED AS A #5 REBAR WITH A 3/4" YELLOW PLASTIC CAP STAMPED "LS NO. 12933;

THENCE ON THE EXTERIOR OF SAID LOT 1, BLOCK 1, THE FOLLOWING (2) TWO COURSES:

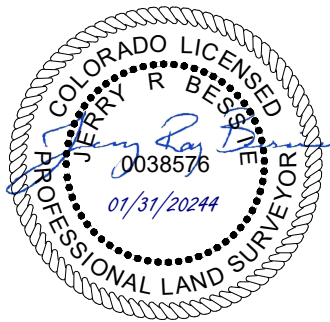
- 1) SOUTH 01°43'18" EAST A DISTANCE OF 633.36 FEET;
- 2) SOUTH 00°47'55" EAST A DISTANCE OF 30.00 FEET;

THENCE ON THE EXTERIOR OF SAID EASEMENT AND RIGHT OF WAY THE FOLLOWING (2) THREE COURSES:

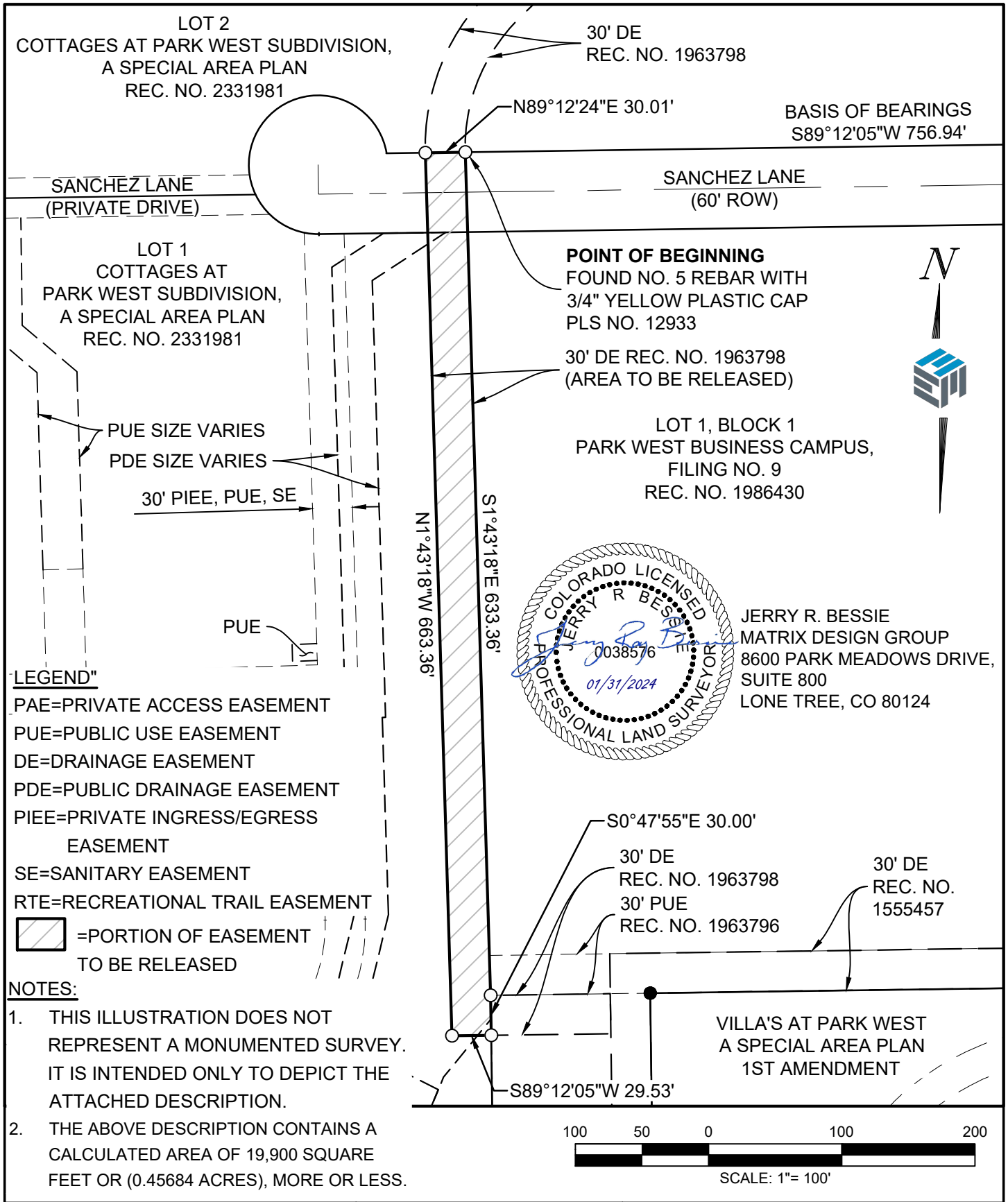
- 1) SOUTH 89°12'05" WEST A DISTANCE OF 29.53 FEET;
- 2) NORTH 01°43'18" WEST A DISTANCE OF 663.36 FEET;

THENCE NORTH 89°12'24" EAST A DISTANCE OF 30.01 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 19,900 SQUARE FEET OR (0.45684 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.



JERRY R. BESSIE, PLS 38576
PREPARED FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.
8600 PARK MEADOWS DRIVE, SUITE 800
LONE TREE, CO 80124
PH. (303) 572-0200



PREPARED BY:  Matrix	CHECKED BY: JRB	EXHIBIT B
	SCALE: 1" = 100'	LAND DESCRIPTION
	DATE: 1/31/2024	SHEET: 2 OF 2

Page 264 of 659

EXHIBIT A

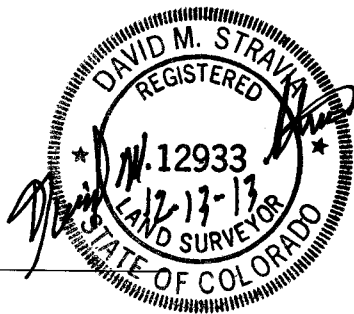
**DRAINAGE EASEMENT
LAND DESCRIPTION**

An easement for Storm Drainage purposes through a portion of the W ½ of the SW ¼ of Section 15, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo and State of Colorado, being 30 feet in width, 15 feet on each side of the following described centerline:

Considering the South line of Park West Business Campus, Filing No. 3 to bear N. 88°43'39" E. and all bearings contained herein being relative thereto.

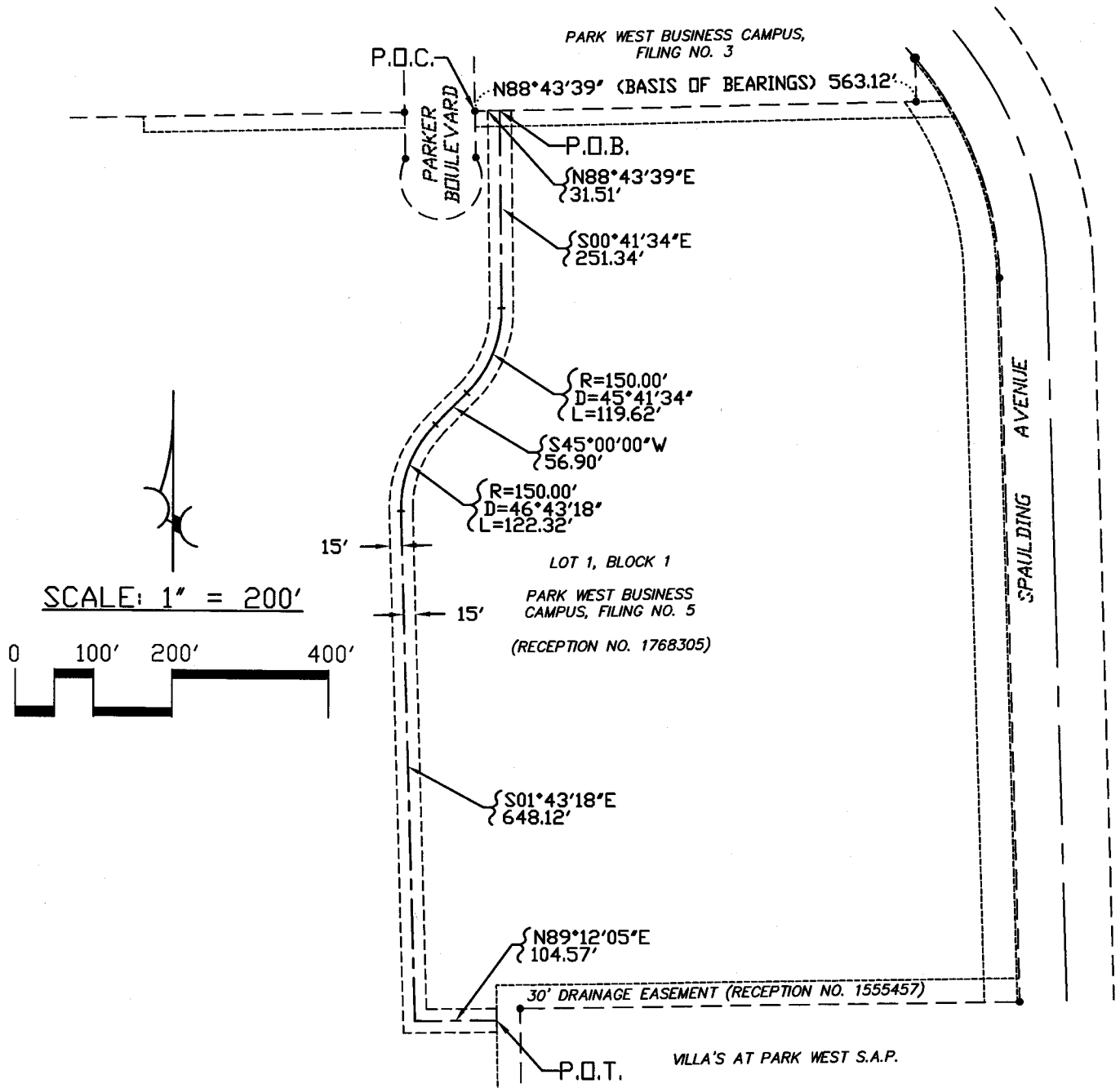
Commencing at the southwest corner of Lot 1, Block 1 in Park West Business Campus, Filing No. 3 according to the recorded plat thereof as filed for record at Reception No. 1626947 in the Pueblo County records; thence N. 88°43'39" E., along the south line of said Lot 1, a distance of 31.51 feet to the Point of Beginning; thence S 00°41'34" E., a distance of 251.34 feet; thence southerly along the arc of a curve to the right whose radius is 150.00 feet, a distance of 119.62 feet; thence S. 45°00'00" W., a distance of 56.90 feet; thence southerly along the arc of a curve to the left whose radius is 150.00 feet, a distance of 122.32 feet; thence S. 01°43'18" E. a distance of 648.12 feet; thence N. 89°12'05" E., a distance of 104.57 feet to the westerly line of a 30 foot Drainage Easement recorded at Reception No. 1555457 in the Pueblo County records and the Point of Terminus.

I, David M. Stravia, being a licensed Professional Land Surveyor in the State of Colorado, do hereby state that this land description and exhibit, being made a part hereof, were prepared under my responsible charge and are accurate to the best of my knowledge, information and belief.



David M. Stravia
Colorado P.L.S. 12933
NorthStar Engineering and Surveying, Inc.
December 13, 2013
JN 99 045 36

EXHIBIT A



BASIS OF BEARINGS:

SOUTH LINE OF LOT 1, BLOCK 1
PARK WEST BUSINESS CAMPUS,
FILING NO. 5 BEARS N89°12'05"E

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINUS
● FOUND NO. 4 REBAR WITH 1" DIAMETER
YELLOW PLASTIC CAP, P.L.S. 12933

NOTE:

THIS EXHIBIT WAS NOT PREPARED AS A
MONUMENTED LAND SURVEY, AND WAS ONLY
PREPARED TO DEPICT THE ATTACHED LAND
DESCRIPTION.

1963798 EASE 12/23/2013 03:09:33 PM
Page: 3 of 3 R 21.00 D 0.00 T 21.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



P
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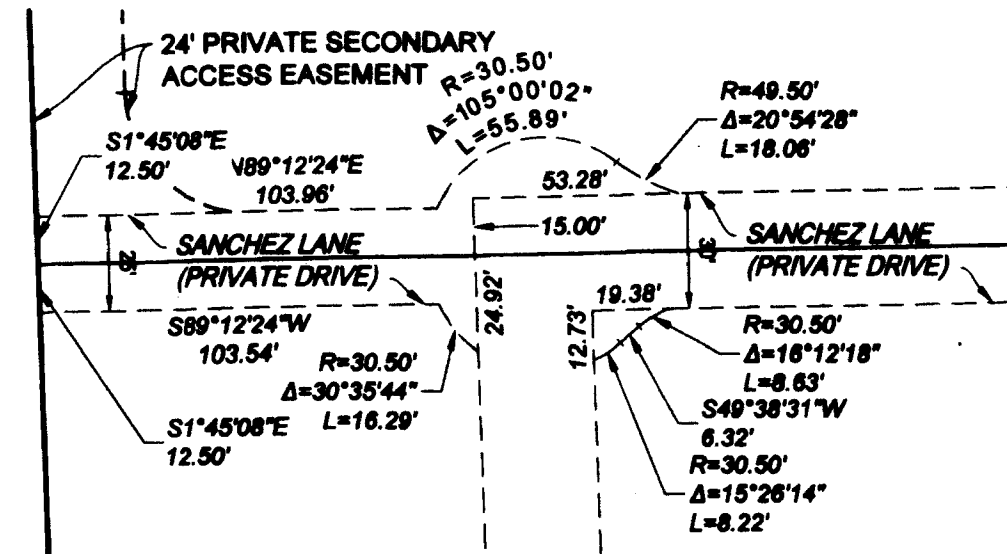
B
Y:

NORTHSTAR ENGINEERING AND SURVEYING, INC.

COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

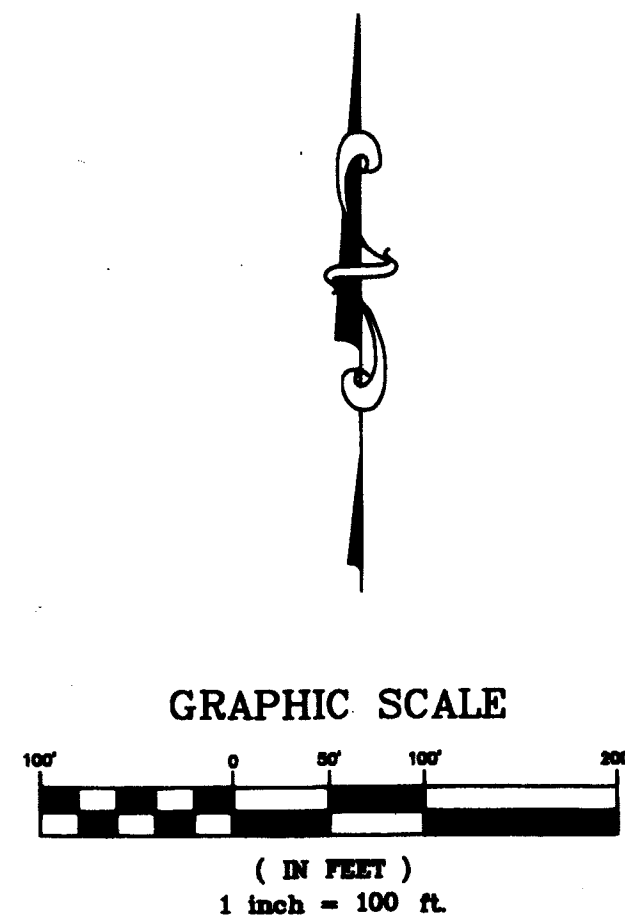
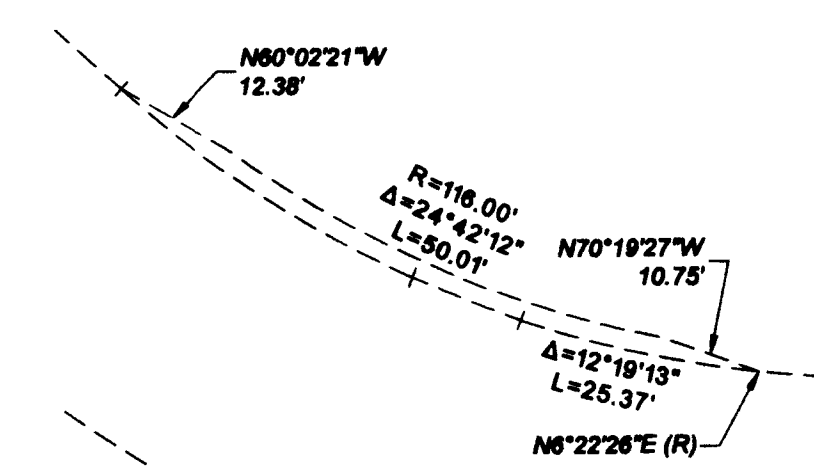
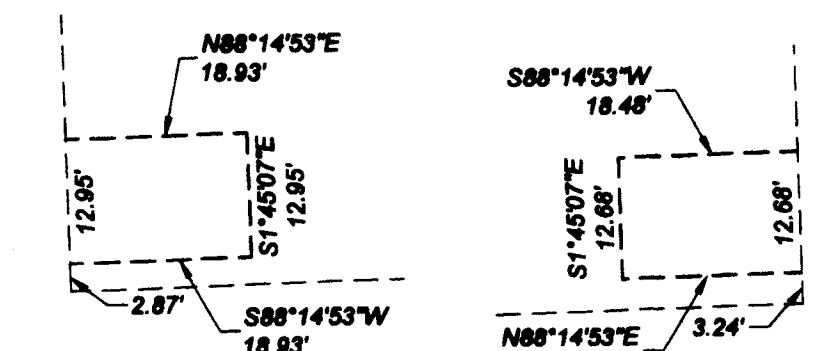
BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

SHEET 2 OF 3



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N88°12'24"E	111.12
L2	S00°47'38"E	22.00
L3	S89°12'24"W	56.26
L4	N88°12'24"E	111.81

CURVE TABLE			
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE
C1	237.01	52.00	261°08'00"
C2	15.86	52.00	17°15'28"
C3	18.35	52.00	20°12'48"



MAP REFERENCE LEGEND

THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

- R1 SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1, RECORDED MAY 1, 1986, UNDER RECEPTION NUMBER 1216941.
- R2 PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004, UNDER RECEPTION NO. 1555457.
- R3 PARK WEST BUSINESS CAMPUS, FILING NO. 3, RECORDED JUNE 30, 2005, UNDER RECEPTION NO. 1626947.
- R4 PARK WEST SUBDIVISION FILING NO. 1, RECORDED MARCH 8, 2006, UNDER RECEPTION NUMBER 1665106.
- R5 PARK WEST BUSINESS CAMPUS, FILING NO. 7, RECORDED MARCH 18, 2012, UNDER RECEPTION NO. 1901886.
- R6 PARK WEST BUSINESS CAMPUS, FILING NO. 8, RECORDED DECEMBER 23, 2013, UNDER RECEPTION NO. 1963796.
- R7 PARK WEST BUSINESS CAMPUS, FILING NO. 9, RECORDED OCTOBER 01, 2014, UNDER RECEPTION NO. 1986430.

MONUMENTATION LEGEND

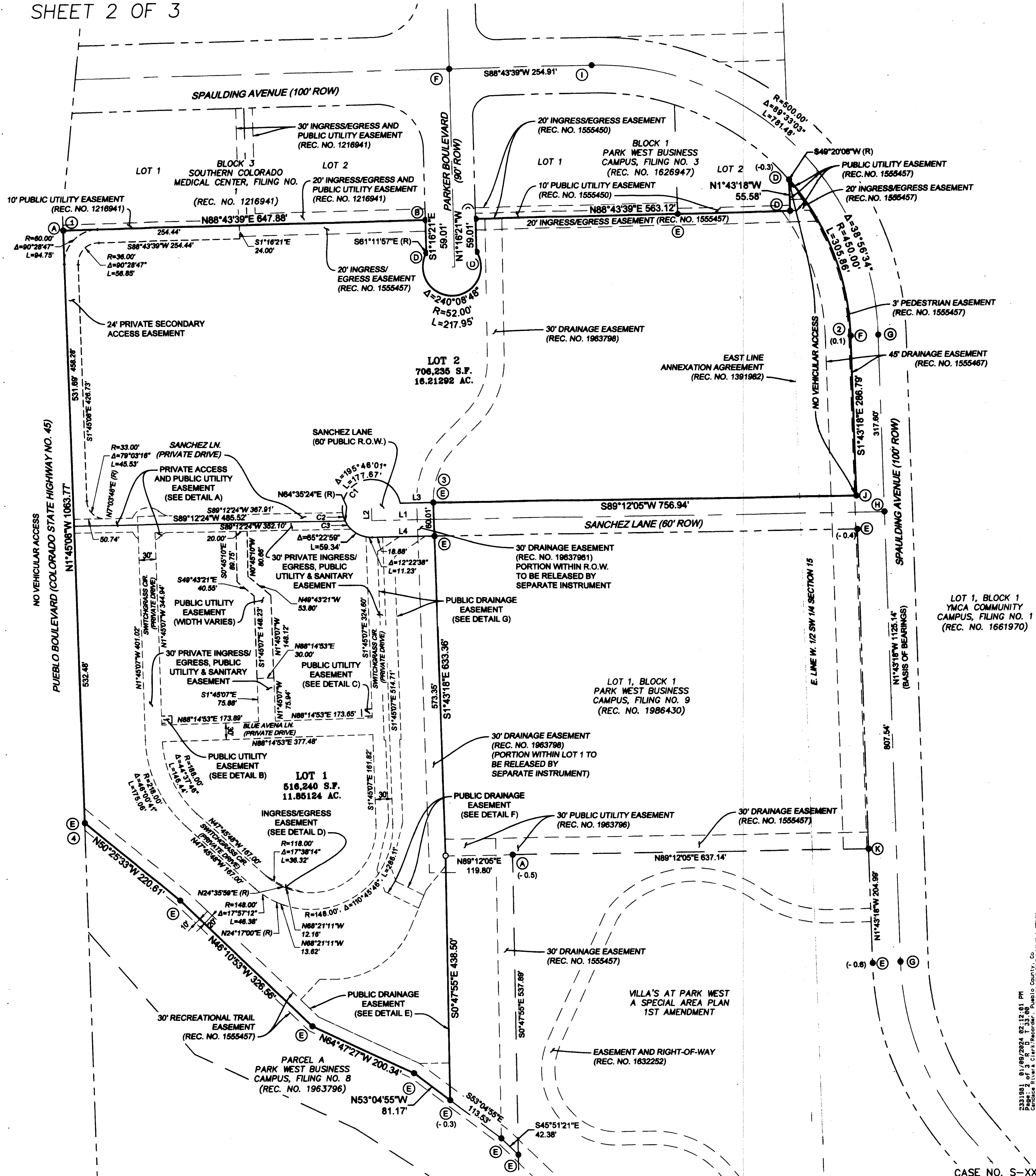
- A - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - ACCEPTED AS BEING SET PER MAP REFERENCE 7.
- B - INDICATES A FOUND 1 INCH ALUMINUM TAG STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- C - INDICATES A FOUND DRILLED HOLE ACCEPTED AS THE REMAINS OF A SURVEY MONUMENT - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- E - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- F - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R1, R2, R3, R4, R5, R7 AND R8.
- G - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R3, R7 AND R8.
- H - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R7 AND R8.
- I - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R2, R4, R7 AND R8.
- J - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- K - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - PER MAP RECORD R7 AND R8.

NAD 83/2011 COLORADO SOUTH COORDINATES (GRID)		
ID#	NORTHING	EASTING
①	1506358.6959	3240154.3400
②	1506162.9061	3241561.3763
③	1507896.1940	3240813.1725
④	1507295.7502	3240186.4278

THE ABOVE COORDINATES ARE REPRESENTED IN U.S. SURVEY FEET AND HAVE AN AVERAGE COMBINED SCALE FACTOR OF 0.999740701

- INDICATES A FOUND MONUMENT DESCRIBED WITHIN THE MONUMENTATION LEGEND OR AS NOTED.
- INDICATES A REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 37042" SET FLUSH WITH THE GROUND OR AS NOTED.
- 0.4 (E) INDICATES MONUMENT DISTANCE ABOVE OR BELOW GROUND LEVEL

ALL MONUMENTS WERE FOUND FLUSH WITH THE GROUND UNLESS NOTED





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 25, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOHN WARK TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of John Wark to complete a three-year term expiring September 30, 2026 on the Pueblo Memorial Airport 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 term expirations, there is one appointment available on the Pueblo Memorial Airport 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. 15567

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF JOHN WARK TO COMPLETE A THREE-YEAR
TERM EXPIRING SEPTEMBER 30, 2026 ON THE PUEBLO
MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of John Wark to the Pueblo Memorial Airport Advisory Committee; NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of John Wark to the Pueblo Memorial Airport 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.

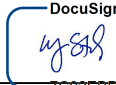
SECTION 3.

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

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 CONFIRMING THE REAPPOINTMENT BY THE
MAYOR OF MIKE CARLISLE TO SERVE A THREE-YEAR TERM
EXPIRING APRIL 1, 2027 ON THE FIRE BOARD OF APPEALS

SUMMARY:

This Resolution confirms the reappointment by the Mayor of Mike Carlisle to serve a three-year term expiring April 1, 2027 on the Fire Board of Appeals.

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 Michael Carlisle, there is one spot available to serve a three-year term expiring April 1, 2027 on the Fire Board of Appeals. Mr. Carlisle is eligible for reappointment.

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. 15568

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE
MAYOR OF MIKE CARLISLE TO SERVE A THREE-YEAR TERM
EXPIRING APRIL 1, 2027 ON THE FIRE BOARD OF APPEALS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her reappointment of Mike Carlisle to the Fire Board of Appeals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Mike Carlisle to the Fire Board of Appeals to serve a three-year term expiring April 1, 2027 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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: A RESOLUTION ADOPTING THE POLICY AND PROCEDURE FOR
CITY COUNCIL MILEAGE REIMBURSEMENT.

SUMMARY:

A Resolution to establish the City Council Mileage Reimbursement Policy and Procedure. The policy and procedure lists allowable mileage reimbursement expenses, disallowed reimbursement costs, how to submit mileage reimbursement requests, and the reimbursement form.

PREVIOUS COUNCIL ACTION:

There has been no previous Council action pertaining to a policy and procedure addressing City Council mileage reimbursements.

BACKGROUND:

The City of Pueblo currently does not have an established policy and procedure for City Council mileage reimbursements. Creation of a policy and procedure to reimburse City Councilors for mileage is needed to administer the proper controls, payments, and documentation for the reimbursements.

FINANCIAL IMPLICATIONS:

Mileage reimbursement will be paid out of the City Council's annual budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

Failure to adopt this Resolution will result in the City Council not having a mileage reimbursement policy and procedure.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

1. CITY COUNCIL REQUEST FOR MILEAGE REIMBURSEMENT FORM
2. CITY COUNCIL MILEAGE REIMBURSEMENT POLICY & PROCEDURE

RESOLUTION NO. 15569

A RESOLUTION ADOPTING THE POLICY AND PROCEDURE
FOR CITY COUNCIL MILEAGE REIMBURSEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council hereby adopts the City Council Mileage Reimbursement Policy and Procedure for mileage reimbursed to the City Councilors of the City of Pueblo, which is attached as a part of this Resolution, along with the City Council Request for Mileage Reimbursement Form.

SECTION 2.

The officer 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.

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

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



CITY COUNCIL MILEAGE REIMBURSEMENT POLICY & PROCEDURE

Statement of Purpose

- To establish the policy related to mileage reimbursement which will be followed by City Council; to provide procedures for mileage verification documentation and proper mileage reimbursement authorization; and to establish the allowable rates to be used for reimbursement.

General Policies

- First consideration shall be given to the public benefit to be derived from the expenditure of public funds for mileage reimbursement. All expenses must have a direct correlation to the City Councilor's position and their duties and responsibilities.
- All budgets for mileage reimbursement will be justified during the annual budget process. All mileage reimbursement requests must be within budget limitations.
- The procedures for mileage reimbursement outlined in this policy will be followed by all City Councilors.
- All requests for mileage reimbursement must be presented using the required form and will conform to all procedures established by this policy.
- This policy shall be reviewed and revised by the Director of Finance from time to time, as necessary.

Allowable Mileage Reimbursement Expenses

- All City Councilors shall use prudent judgement to avoid unnecessary expense to the City. Travel shall be by the route most advantageous to the City, considering the cost of mileage reimbursement, and the location of the destination.
- Private Vehicle – City Councilors shall be reimbursed for private vehicle use at the per mile rate published annually by the Internal Revenue Service. The calculation for mileage expense incurred through use of a private car shall be based upon the odometer readings for the actual mileage traveled or by using a web-based mapping and direction program to verify distance, multiplied by the per mile rate. No more than 1 payment for mileage per private vehicle is authorized.

Disallowed Reimbursement Expenses Costs

- Mileage to and from a City Councilor's home to their office is not reimbursable.
- Mileage to and from all City Council meetings is not reimbursable.

- No other forms of reimbursement, to include but not limited to, gas, vehicle maintenance, and vehicle wear and tear will be allowed.

Report of Mileage Reimbursement Requests

- All requests for mileage reimbursement must be submitted to the Department of Finance using the approved Request For Mileage Reimbursement Form ("**Reimbursement Form**"). Councilors shall attach to the Reimbursement Form a web-based map to verify distance per trip. The Reimbursement Form shall be signed by the requesting City Councilor and the President of City Council. If the President of City Council submits a request for mileage reimbursement, the Reimbursement Form shall be signed by the President of City Council and the Mayor.
- The Finance Director must review and approve all submitted Reimbursement Forms for appropriateness and compliance with this policy. Any disputed costs should be discussed between the Finance Director and the President of City Council. The Finance Director will bring to the attention of the Mayor any disputed costs that cannot be reconciled. The Mayor shall make a final determination as to whether reimbursement shall be made.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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: A RESOLUTION TO UNOBLIGATE \$377,816.53 FROM TEN PROJECTS IN PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURPOSE OF REOBLIGATING THE FUNDS AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.

SUMMARY:

This Resolution unobligates \$377,816.53 from ten projects in American Rescue Plan Act ("ARPA") funds for the purpose of reobligating the funds as authorized by the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026).

BACKGROUND:

Ten different projects were approved by Resolution or Ordinance during 2021, 2022, and 2023. All of the ten projects have been completed and still have funds available. By unobligating the remaining funds in the ten projects, the funds can be reobligated to other ARPA eligible projects.

FINANCIAL IMPLICATIONS:

Unobligated funds in the amount of \$377,816.53 will be available for reobligation from Project No. 2113 - American Rescue Plan Act.

	Resolution/ Ordinance	Project	Amount Unobligated
1	Res. 14708	Pueblo Food Project - All Pueblo Grows Seed	5,303.92
2	Ord. 10001	Pueblo Rescue Mission - Homeless Community Clean-Up	32,586.30
3	Ord. 10044	Pueblo Poverty Foundation - Bessemer Holiday Celebration-food distribution	1,325.90
4	Ord. 10234	Pueblo Regional Building Dept - essential worker prem pay	4,112.59
5	Ord. 10305/ 10364/ 10402	Crazy Faith Street Ministry - warming shelter	38,400.00
6	Ord. 10185	Pueblo City-County Library District - Summer Reading Challenge	59,550.00
7	Res. 15123	Small Business Relief Grants	124,500.00
8	Ord. 10384/ 10418	Posada - emergency help for displaced families from Skyview Apts.	76,411.96
9	Res. 15291	City of Pueblo - Police Officer Retention Bonus	30,124.50
10	Res. 15292	City of Pueblo - Premium Pay - General Service (Group A) Employees	5,501.36
		Total	377,816.53

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could choose to not unobligate the remaining funds from the ten ARPA projects listed above.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15570

A RESOLUTION TO UNOBLIGATE \$377,816.53 FROM TEN PROJECTS IN PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURPOSE OF REOBLIGATING THE FUNDS AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$377,816.53 are hereby unobligated from the ten projects in Project CI2113 - American Rescue Plan Act listed below.

	Resolution/ Ordinance	Project	Amount Unobligated
1	Res. 14708	Pueblo Food Project - All Pueblo Grows Seed	5,303.92
2	Ord. 10001	Pueblo Rescue Mission - Homeless Community Clean-Up	32,586.30
3	Ord. 10044	Pueblo Poverty Foundation - Bessemer Holiday Celebration-food distribution	1,325.90
4	Ord. 10234	Pueblo Regional Building Dept - essential worker prem pay	4,112.59
5	Ord. 10305/ 10364/ 10402	Crazy Faith Street Ministry - warming shelter	38,400.00
6	Ord. 10185	Pueblo City-County Library District - Summer Reading Challenge	59,550.00
7	Res. 15123	Small Business Relief Grants	124,500.00
8	Ord. 10384/ 10418	Posada - emergency help for displaced families from Skyview Apts.	76,411.96
9	Res. 15291	City of Pueblo - Police Officer Retention Bonus	30,124.50
10	Res. 15292	City of Pueblo - Premium Pay - General Service (Group A) Employees	5,501.36
		Total	377,816.53

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 AMENDING THE LEGISLATIVE PROCEDURES AND
RULES OF THE PUEBLO CITY COUNCIL TO IMPLEMENT PARENTAL
LEAVE FOR CITY COUNCIL MEMBERS

SUMMARY:

This Resolution approves an amendment to the Pueblo Municipal Code, Appendix A allowing members of the City Council to be excused from regular Council meetings, special Council meetings, and any member's committee meetings for a maximum of six weeks with the ability to extend parental leave in excess of the maximum period, unless such extension of leave is found to be unreasonable by a majority vote of the entire membership of the City Council.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo does not currently have an excused absence for parental leave policy for members of the City Council.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council could not adopt this policy and treat absences due to parental leave as a reasonable excuse unless such absence is found to be unreasonable by a majority vote of the entire membership of the City Council.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15572

A RESOLUTION AMENDING THE LEGISLATIVE PROCEDURES
AND RULES OF THE PUEBLO CITY COUNCIL TO IMPLEMENT
PARENTAL LEAVE FOR CITY COUNCIL MEMBERS

WHEREAS, the City Council desires to amend the Legislative Procedures and Rules of Council to allow for the creation of a Parental Leave of Absence policy for members of the City Council; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Rule 33 of the Legislative Procedures and Rules of Council is amended as follows:

33.1 – Parental Leave.

Parental leave shall be considered a reasonable excuse for absence from attendance at any regular or special Council meeting, and member's committee meetings. Any member of the City Council, upon written notice to the President of the City Council, may be absent from any regular or special Council meeting, and member's committee meetings for purposes of parental leave for a maximum of six weeks. Upon request, Parental leave may be extended in excess of the maximum period set forth herein unless such extension of leave is found to be unreasonable by a majority vote of the entire membership of the City Council.

SECTION 2.

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

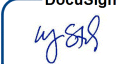
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM:

SUBJECT: A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF \$1,123,811.89 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND FOR THE I-25/US-50B INTERCHANGE PROJECT

SUMMARY:

This Resolution authorizes the expenditure of funds in the amount of \$1,123,811.89 from Black Hills Energy Underground Utility Fund to relocate overhead electric facilities underground in support of the proposed I-25/US-50B interchange project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Resolution will approve the use of funds for the purpose of undergrounding the main-line three-phase electrical distribution lines under I-25 in support of the I-25/US-50B interchange project. The project scope includes the installation of 1,600 feet of conduit, conductors, and associated connection cabinets to underground the 28th Street and 24th Street overhead crossings of I-25. It will also include the removal of overhead electric distribution crossings of I-25 at 28th Street, 26th Street, and 24th Street as well as all overhead electrical distribution in conflict with the new highway alignment.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,123,811.89 will be approved for expenditure from the underground funds account held by Black Hills Energy on behalf of the City.

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 funding the undergrounding of overhead power lines in the project area.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15571

A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF \$1,123,811.89 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND FOR THE I-25/US-50B INTERCHANGE PROJECT

WHEREAS, Article 11 of the Black Hills Franchise Agreement established an underground fee to be collected from Black Hills customers and deposited into an escrow account for undergrounding overhead electric facilities on public projects and improvements; and,

WHEREAS, the Project and use of the escrow funds is consistent with the intent of the Black Hills Franchise Agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Pueblo City Council authorizes the expenditure of funds in the amount of \$1,123,811.89 from the Black Hills Energy Underground Utility Fund to pay for undergrounding the main-line three-phase electrical distribution supporting the I-25/US-50B interchange project.

SECTION 2.

The officers and staff of the City are authorized and directed 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 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 25, 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: AN ORDINANCE BUDGETING AND APPROPRIATING \$721,825 FROM UNAPPROPRIATED FUND BALANCE FROM THE SEWER USER FUND, ESTABLISHING PROJECT WW2403 WRF MASTER PLAN, AND APPROVING AN AGREEMENT IN THE AMOUNT OF \$721,825 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL INC. FOR PROFESSIONAL SERVICES ASSOCIATED WITH UPDATING THE JAMES R. DILORIO WATER RECLAMATION FACILITY MASTER PLAN FOR THE CITY OF PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City and our Engineer of Record, Brown and Caldwell, Inc. to provide professional services to upgrade the James R. Dilorio Water Reclamation Facility's Master Plan, budgets and appropriates \$721,825 from unappropriated fund balance from the Sewer User Fund, and established project WW2403 WRF Master Plan.

PREVIOUS COUNCIL ACTION:

Resolution No. 15497 awarded an agreement between the City of Pueblo and Brown and Caldwell, Inc., to provide engineering services for the Pueblo Wastewater Department, on February 12, 2024.

BACKGROUND:

The City of Pueblo operates the James R. Dilorio Water Reclamation Facility to provide treatment of municipal wastewater. The Water Reclamation Facility was constructed in the mid-1980s and came online in 1987. The primary goal of this Master Plan is to develop a capital improvement plan that identifies projects related to aging infrastructure, regulatory changes, and growth.

The Master Plan Update will renew the previous 2014 Master Plan done by Brown and

Caldwell Inc. This update to the plan is needed to identify triggers for the expansion of the water reclamation facility due to growth within the City, the technology and cost of treating nutrients to the anticipated water quality limits, and assess and support a 10-year capital improvement plan. The plan will summarize known and anticipated regulatory drivers (e.g., nutrient standards) and identify projects that achieve regulatory compliance, either in part or in whole, while maintaining a functional and operational facility. Review triggers for wastewater facility expansion. Provide capacity needs assessment and summarize known and anticipated flow and loading changes to the facility. Evaluate the capacity of each unit process to inform of any plant expansion needs. Including known and anticipated renewal and replacement costs for existing major process equipment. Prepare a Master Plan, supporting a 10-year capital improvement plan.

FINANCIAL IMPLICATIONS:

Funds for payment for professional services under said Agreement in an amount not to exceed \$721,825 shall be paid by establishing Project WW2403 and budgeting and appropriating \$721,825 from the unappropriated fund balance of the Sewer User fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The alternative to performing the Master Plan is to perform capital improvement projects on a reactive basis rather than proactively, causing decisions to be made and work to be performed in a less efficient and/or more costly manner.

RECOMMENDATION:

Approval of Ordinance

ATTACHMENTS:

1. 03-25-24 Pueblo Master Plan_Scope and Fee_FINAL_02.09.24
2. 03-25-24 Ordinance 23-130 BC - Final Agmt FacilityMaster Plan Update - City and BC approved

ORDINANCE NO.

AN ORDINANCE BUDGETING AND APPROPRIATING \$721,825 FROM UNAPPROPRIATED FUND BALANCE FROM THE SEWER USER FUND, ESTABLISHING PROJECT WW2403 WRF MASTER PLAN, AND APPROVING AN AGREEMENT IN THE AMOUNT OF \$721,825 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL INC. FOR PROFESSIONAL SERVICES ASSOCIATED WITH UPDATING THE JAMES R. DIORIO WATER RECLAMATION FACILITY MASTER PLAN FOR THE CITY OF PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City operates the James R. Dilorio Water Reclamation Facility for the purpose of treating municipal wastewater; and

WHEREAS, the City desires to be proactive in preparing a Master Plan that identifies projects related to aging infrastructure, regulatory changes, and growth; and

WHEREAS, the City is obligated to comply with the effluent limits contained in its discharge permit; and

WHEREAS, Brown and Caldwell, Inc. is the Consultant Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department; NOW, THEREFORE,

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

SECTION 1.

The Agreement for Professional Services by and between Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a true copy of which is attached hereto and incorporated herein by reference (the "Agreement") having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds for payment for professional services under said Agreement in an amount not to exceed \$721,825 shall be paid by establishing Project 2403 and budgeting and appropriating \$721,825 from the unappropriated fund balance of the Sewer User fund.

SECTION 3.

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

SECTION 4.

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 agreement to effectuate the transactions described therein.

SECTION 5.

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

Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

2024 City of Pueblo
Water Reclamation Treatment and
Facility Master Plan Update
Scope of Services

Prepared for
City of Pueblo
February 2024

Project Overview

Pueblo has requested Brown and Caldwell (BC) to prepare a 2024 City of Pueblo Water Reclamation Treatment and Facility Master Plan Update (Project) that identifies capital improvements necessary to maintain cost-effective, reliable service, and identify upcoming regulatory requirements. Specifically, in addition to a 10-year Capital Improvement Plan (CIP), this Master Plan Update is to identify system pinch points, including adequate redundancy, ability to serve predicted growth, and impacts of the identified upcoming regulatory requirements.

This Scope of Services covers activities necessary to prepare a Master Plan Update for the James R. Dilorio Water Reclamation Facility (JRDWRF) and contributing lift stations, for the City of Pueblo, Wastewater Department (Pueblo). This Master Plan Update will use results and data from relevant previous work completed for Pueblo, including the 2006 Master Plan by Black & Veatch, the 2014 Master Plan by BC, and the Collection System Master Plan completed by BC in 2020.

The proposed work will address issues throughout the facility to support development of a 10-year CIP. It will also provide a framework for capital and renewal and replacement (R&R) projects over the next decade.

This Scope of Services describes the professional services to be provided by BC for the Project. This Scope of Services includes the following phases:

- Phase 100 – Project Management
- Phase 200 – Planning Objectives and Inputs
- Phase 300 – Process Analysis and Alternatives Evaluation
- Phase 400 – Infrastructure Renewal and Replacement
- Phase 500 – SCADA System Evaluation
- Phase 600 – Triggers and Pinch Points
- Phase 700 – Future Tools and Assessments
- Phase 800 – Capital Improvement Plan

Project Objectives

This scope lays out the categories for review as part of this Master Plan Update, as well as the expectations associated with each task. The specifics of the project objectives will be considered in the first task of the Master Plan Update, which may result in revisions to the attached scope. The following are included in the scope herein:

- Summarize known and anticipated regulatory drivers (e.g., nutrient standards) and identify projects that achieve regulatory compliance, either in part or in whole, while maintaining a functional and operational facility.
- Review triggers for wastewater facility expansion.
- Provide capacity needs assessment - summarize known and anticipated flow and loading changes to the facility.
- Evaluate the capacity of each unit process to inform of any plant expansion needs.
- Coordinate with and summarize the outcomes of the on-going Sustainability Study currently being developed by Brown and Caldwell. Include the Sustainability report findings as needed for potential additions to the CIP.

- Summarize known and anticipated renewal and replacement costs for existing major process equipment. Evaluate facility needs and current processes/procedures:
 - Condition review based on equipment age, interviews with appropriate operational staff, and expected useful life.
 - Asset management system.
 - Preventative maintenance system.
- Prepare a Supervisory Control and Data Acquisition (SCADA) evaluation to identify needs and planning projects that can be implemented within 5 years.
- Identify potential optimization and efficiency opportunities for future consideration.
- Prepare a master plan, supporting a 10-year CIP.

Pueblo will provide BC with available and relevant information to aid in the planning process. This includes but is not limited to:

- Existing CIP
- Information regarding past and ongoing Pueblo projects
- Growth maps and studies from planning department
- 2021 rate study (or the most recent)
- Past four years of operational data, including a wastewater characterization analysis
- Operating costs and best operating practice documentation
- Original costs of equipment where available
- Information regarding public sector outsourcing
- Information on existing electrical, instrumentation, and controls
- Access to operations and other knowledgeable Pueblo staff
- Timely review and comments within agreed upon schedules

Project Assumptions

The following general assumptions were made in the development of this Scope of Services. Additionally, task specific assumptions are listed as part of each task.

Data Assumptions:

- The Master Plan Update will update the previous 2014 Master Plan. The following information will be summarized and included in the Update as described in the scope based on Pueblo provided information:
 - Population projections and land-use planning.
 - Flow projections.
 - Influent wastewater characterization. If recent wastewater characterization data is not available, BC will work with Pueblo to develop an influent sampling plan to collect the most recent influent wastewater characteristics as appropriate or needed.
- Evaluation of underground utilities will be based on maintenance records and record drawings provided to BC by Pueblo. Physical investigation or any other independent verification of underground utilities is not included in this scope of work.
- Pueblo will provide a list of critical equipment for the condition assessment described in Phase 400 (Renewal and Replacement). The equipment list will include equipment numbers, installation year, O&M history, original installation cost, and repair and replacements costs as available. Up to 500 individual pieces of equipment will be reviewed as part of this phase. Pueblo will provide

knowledgeable O&M staff to accompany BC staff for a walkthrough of the facility for the condition assessment tasks.

- BC will use elevations shown on as-built drawings or surveyed elevations provided by Pueblo to construct the hydraulic profile. Independent verification of elevations is not included in this scope of work.

Limits of Scope – in addition to those noted within Scope description:

- Scope is limited to the tasks included herein. Scope items in Agreement Schedule 1 not included herein are not to be performed.
- Discussions of asset management and criticality analysis will be limited to the condition assessment for major process equipment only as defined in Phase 400.
- Site stormwater capacity and process impacts to be reviewed as they may impact future improvement needs and O&M. Stormwater condition assessment not included.
- The viability of producing Class A biosolids is not addressed in this scope (currently part of Sustainability Study).
- Lift stations will be evaluated for capacity only.
- Except for the lift stations, an evaluation of the collection system is also not included.
- Design and implementation of identified projects are not included.
- The following SCADA items are not included in this Master Plan Update scope, but they may be recommended for future phases based on the results in the Update:
 - Detailed examination of Pueblo wastewater remote pumping stations for current conditions assessment, and project identification and long-range control system upgrade needs based on the results of this project.
 - Development of a control system standards binder and general specifications to be used in the design and implementation of future automation projects.
- The Update does not include an optimization and efficiency study. Observations and staff interviews regarding optimization and efficiency will be captured and documented for future study.

Schedule:

- The anticipated start date of the project is April 2024 with an estimated duration of 12 months. See Attachment 1 – Schedule. The accompanying schedule assumes review comments or responses will be provided within 10 business days of submittal of technical memoranda or data requests and 30 business days for the complete Draft Master Plan Update.

Effort and Budget:

- BC may shift budget between work tasks as necessary to complete the work.
- The initial effort is limited to the budget identified in the attached fee estimate. See Attachment 2 – Compensation. If the effort to complete the identified tasks exceeds the estimate, the PM will coordinate with Pueblo to identify areas where BC can limit our effort to the available budget.

Deliverables:

- Pueblo will provide a single set of consolidated comments to BC for each deliverable. The reports and/or technical memoranda will be revised according to comments and scope of work.
- All deliverables in this Scope will be provided electronically. Electronic copies will be in MSWord files and/or Adobe PDF.
- Meeting summary to be provided following each meeting.

Scope of Services

Phase 100 – Project Management and Administration

Project Management and Administration includes the following activities:

- Project Management Planning
- Project Controls and Reporting
- Project Meetings
- Project Closeout

Task 110: Project Management Planning

The Project Management Plan will document the key project information required by all project team members to assist them in executing the project to meet the required objectives: on-time, on-budget, high quality, and meeting Pueblo's critical success factors. The key elements of the project plan are described below:

- Project Charter, which will establish the project goals, objectives, and critical success factors.
- Project team members, their roles, and responsibilities, including a staffing plan (management, engineering, QA/QC, etc.)
- Scope of Services with work breakdown structure
- Project schedule updates will be provided in monthly progress reports if changes have been made and agreed upon by City
- Project budgets
- Communications Plan
- Risk Management Plan
- QA/QC Plan
- Project documentation plan and file structure
- Change management process
- Health and Safety Plan for field work, if applicable

Task 120: Project Control and Reporting

Monthly invoices will be prepared and submitted to Pueblo the format used for current projects.

Monthly project status reports will be prepared and submitted to Pueblo. These reports will include:

- Summary of services completed since the previous report.
- Current project schedule and budget status.
- Project issues and potential change logs.
- Milestones and/or deliverables scheduled in the coming month.

This task also includes periodic project reviews by BC management to provide QA/QC and assure that the project is meeting Pueblo's critical success factors, is on schedule, and within budget.

Task 130: Project Meetings

BC will meet with Pueblo every month in person or by phone to review project status, coordinate project activities, obtain direction, and answer specific questions relating to the project. Two members of the consultant team will participate. The budget covers travel to ten meetings over the course of the project, assuming a 12-month schedule.

Conference call updates will be held monthly, between progress meetings with the designated City Project Manager. Two members of the BC team will participate in a one-hour, monthly conference call with the designated City Project Manager.

Project meetings will be combined with workshops when practical.

Task 140: Project Close-out

During project close-out, BC will resolve all final invoices to Pueblo, consolidate and archive all project files, and meet with Pueblo to review the project performance and achievement of project objectives.

Phase 100 Meetings:

- Monthly status calls; one hour each, 2 BC members

Phase 100 Deliverables:

- Monthly Status call minutes
- Monthly invoices and progress reports
- Change log

Phase 200 – Planning Objectives and Inputs

Task 210: Kickoff Workshop and Planning Objectives

The Master Planning Kickoff Workshop will be conducted by key members of the BC team and Pueblo organization. BC will prepare the agenda and materials for this Kickoff Workshop and will facilitate discussions around project scope, budget, schedule, roles, responsibilities, lines of communication, document management and deliverables. Additionally, the team will have initial discussions around permitting drivers, flow and load information, existing process data and gaps, and process modeling and optimization. An outcome of this workshop (Workshop 1) will be to agree on planning goals and the decision-making criteria and processes expected to be used through the planning effort.

Task Assumptions: Task includes review of existing information and preparation for the workshop.

Meetings:

- Workshop (WS) 210 – Kickoff. In-person, 3 key BC staff, 4-hour workshop.

Deliverables:

- WS 210 agenda, presentation materials, and meeting minutes.
- Technical Memorandum (TM) 210 - Project Charter including planning goals and the decision-making criteria and processes.

Task 220: Potential Regulatory Influencers

BC will summarize the known and potential regulatory influences that may impact the facility CIP and operations that BC is aware of at the time of this task, with an update at the Final Master Plan Update report. BC is currently providing regulatory support in parallel under a separate contract. This section is here to summarize the key findings as they influence this Master Plan Update analysis and report.

Specific regulatory issues addressed include:

- Clean Water Act: nitrogen, phosphorus, arsenic, selenium, sulfate, TDS/conductivity, chloride, nonylphenol, temperature, *E. coli*, PFAS, FOG, and ammonia
- Local Regulations
- Industrial Pretreatment
- Biosolids: 503 regulations
- Air Quality: emissions, odor control, construction permits, and air pollution emissions notices (APENs)

Task Assumptions: Regulatory impacts currently addressed under a different scope. Potential impacts due to regulatory requirements that are identified will be documented for future evaluation or study.

Meetings:

- Virtual Meeting (VM) 220 - Present and verify regulatory influencers. 2 BC staff to attend virtually.

Deliverables:

- TM 220– Regulatory Influence Summary

Task 230: Define Planning Area, Flow, and Load Projections

BC will provide the City with a data request summarizing the data required to establish the planning area and the flow and load projections that are expected from that area. These will be reviewed and confirmed during the Kickoff Workshop, along with population forecast data from most recent Master Plan. Where previous work by BC has been performed or is underway, such as the plant simulation modeling, BC will use that data in addition to any other data which is available and necessary for the evaluations. In addition to the sources previously listed, these documents may include:

- Most recent four years of facility operational data
- Most recent four years of process monitoring data
- Internal studies
- O&M Manuals
- Interviews with Pueblo staff

BC will incorporate the data for existing liquid and solids processes from the previous Master Plan, including population growth, and update this information as needed based on interviews with City staff and field verification.

BC will review the provided data and reports, including the analyses conducted by Pueblo, and determine if any additional data will need to be collected or provided by Pueblo. Pueblo will assist BC with obtaining existing and readily available reports and data.

BC will consider flow, load, and wastewater characteristics from the 2006 and 2014 Master Plans and most recent process models prepared by BC to update flow and mass loading rates for wastewater characteristics and peaking factors.

Levels of service will be defined for a host of performance parameters including effluent water quality, biosolids quality (e.g., VSS destruction, % total solids), spills, or other measures of performance defined by the project team. The levels of service will be defined in terms of reliability of the treatment processes, facilities, and utilities.

The reliability criteria will be based on the ability to provide uninterrupted service while continuing to meet discharge requirements and will consider: 1) the values used in WRF design; 2) City experience with routine and unscheduled outages; 3) reliability information from other similar sized WRFs; 4)

accepted engineering practices (as documented in EPA's Reliability Manuals); and 5) City and BC input on risk management priorities.

BC will document the basis of the flow and load projections into a TM that will be incorporated into the final Master Plan Update. The data and resultant analyses will be used to update the hydraulic and organic models for the plant in Phase 300 (Process Analysis and Alternatives Evaluation).

Task Assumptions: All background information to be provided by Pueblo from previous planning documents, current land use documents, and staff interviews. Methods for flow and load projections will follow the previous master plan, utilizing new data where appropriate. Where current information is not available or significant, the results of previous calculations will be used but not verified.

Meetings:

- VM 230 - Verify information and gaps. 3 BC staff to attend virtually.

Deliverables:

- Planning Data Request
- Draft and Final TM - Flow and Load Projections

Task 240: Define Basis of Cost Evaluations

BC will develop a basis of cost evaluations to be used for development of opinion of capita costs. The construction cost estimates will be based upon Association for the Advancement of Cost Engineering International (AACE) criteria for Class 5 estimates. These conceptual estimates are used to prepare long-range capital improvements planning. The expected accuracy for a Class 5 estimate can range from -50 to +100 percent. BC will develop the factors used in the parametric cost models.

Where available, BC will use Pueblo provided actual costs of unit costs for energy, chemicals, labor, transportation, and other operating expenditures as the basis of cost evaluations.

All factors and assumptions used in the development of the cost models will be documented in TM that will be incorporated into the final Master Plan Update.

Task Assumptions: Basis of cost evaluations will rely on actual data provided by Pueblo where available. Additional data will be used only where actual data is not available. One virtual meeting is anticipated for this task.

Meetings:

- VM 240 – Verify information and gaps. 3 BC staff to attend virtually. Meeting may be combined with Task 220.

Deliverables:

- Cost Data Request
- TM 240 - Basis of Cost

Phase 300 – Process Analysis and Alternatives Evaluation

The objective for this phase is to review the current operation of the facility and assess current capacity against growth, regulatory changes, and other drivers. This phase is the foundation of the Master Plan Update and includes reviewing background information, updating the existing whole plant model of the JRDWRF to include future scenarios, performing gap analyses of individual treatment processes, and evaluating alternatives to meet future conditions. Process evaluations to determine the biological capacity of the facility will include modifications that BC made during the 2017 Upgrades Project.

Task 310: Develop a Facility Hydraulic Profile Model

BC will develop a facility hydraulic profile model and evaluate the facility hydraulic capacity for the current condition and anticipated flow conditions at five-year intervals through year 2035 using hydraulic modeling software. Flow conditions will include annual average day and peak hour hydraulic flow states.

Task Assumptions: Operations data and facility information provided by Pueblo (Phase 200) to be used to build the model. Visual Hydraulics will be used to develop the base model. One virtual meeting is assumed to present and verify expected hydraulic profile model.

Meetings:

- VM 310 - Verify expected profile model. 2 BC staff to attend virtually.

Deliverables:

- TM 310 – Hydraulic Model Assumptions and Profile Baseline

Task 320: Update Process Model

BC will apply the existing process facility-wide mass balance model, developed by BC for the Process Optimization Study (under separate scope). The purpose is to evaluate process performance for current conditions and projected flow and load conditions through the planning year 2035 at five-year intervals. Simulations under annual average day, maximum month average day, and maximum month day scenarios will be prepared. This work will build upon work completed from the ongoing Process Optimization Study.

Task Assumptions: Operations data and facility information provided by Pueblo (Phase 200). Existing model from Process Optimization Study is assumed accurate regarding its assumptions as reviewed by Pueblo. Minimal updating expected with any new data provided. It is not assumed that base scope herein will include any regulatory updates beyond what is expected in the Process Optimization Study.

Meetings: None anticipated. Presentation of results part of Task 330.

Deliverables:

- TM 320 – Model Assumptions and Process Model baseline

Task 330: Gap Analysis for Liquid Processes, Solids Handling, and Infrastructure

Using the hydraulic and process models, BC will perform gap analysis of liquid processes, solids handling, and infrastructure and evaluate up to four (4) alternative evaluations to meet projected needs and planning drivers from Phase 200.

Alternative Evaluation #1 is anticipated to include the evaluation of rehabilitating the existing grit removal process and adding a redundant grit removal train as compared to replacing the existing process with a different grit removal technology such as Aerated Grit Removal.

Alternative Evaluations #2, #3 and #4 are TBD, pending the review of other existing unit processes and potentially new process units.

BC will develop conceptual level design criteria, schematics, general arrangement layouts, and descriptions for each alternative. BC will evaluate the process performance of each alternative using the Phase 300 process model and the existing facility configuration as a basis. BC will develop estimated capital costs for each alternative. Suggested timing and phasing for the improvements will be developed.

BC will evaluate the current process with an emphasis on meeting changing regulations (as identified in Phase 200) and gaining efficiency through equipment improvements and operational efficiencies. Alternatives may include both changes to process facilities and regulatory options for meeting future conditions.

BC will present and discuss the suggested alternatives and analyses with Pueblo in a workshop format to collaboratively identify the recommended alternative. Result of the workshop and alternatives analysis will be summarized in a TM following the meeting.

Task Assumptions: Model assumes that the existing process configuration stays in place through the planning horizon. Three (3) alternatives or less will be identified for consideration for the alternative analysis. This scope does not address Reg 31 impacts. One virtual meeting anticipated in this task.

Meetings:

- VM 330 - Model setups and alternatives to evaluate. 5 BC staff to attend virtually.
- WS 330 - Process model, Gap Analysis, Alternatives Evaluation: In-person, 4 key BC staff, 4-hour workshop

Deliverables:

- WS 330 - Agenda, meeting materials, and minutes
- TM 330a - Hydraulic Capacity and Needs Evaluation for Liquid Stream Processes
- TM 330b - Process Capacity, Capability, and Needs Evaluation for Solids Processes

Phase 400 – Infrastructure Renewal and Replacement

The objective of this phase is to prepare a summary of recommended improvements to satisfy the planning drivers and develop a CIP through calendar year 2034.

A cursory review of nine (9) offsite lift station facility capacities, pump age, and staff interviews to estimate remaining life and immediate concerns will be included in this analysis.

Critical process units and equipment at the WRF will be reviewed by means of preliminary visual inspection and staff interviews to ascertain their condition and need for upgrades, replacement, or rehabilitation.

Task 410: Summarize Existing Components

BC will summarize existing infrastructure including the treatment process, electrical power distribution system, SCADA system (related to the remote lift stations including telecommunications), security systems, stormwater systems, natural gas, potable water, and non-potable water systems. In advance of a site visit, BC will review existing drawings, and interview staff to collect the necessary information. Visual condition assessments will be conducted for critical process equipment as identified above. The condition assessment results will help identify a replacement schedule for critical process equipment.

Task Assumptions: This is a capital improvements review at the process level, not a total asset management effort. This summary is based on the previous Master Plan, but will include additional infrastructure updated since the previous Master Plan. A full evaluation of previous data is not included in this scope. New verified data based on information provided in Phase 200, site visits, and interviews with staff to be incorporated. A full condition assessment of the lift stations is not included in this scope. Evaluation of the collection system is not included. No confined entry involved during site visits.

Meetings:

- Site Visit 410 – Visually Assess Condition: 3 days, with 3 BC staff assumed to participate. (1 day for the plant, 2 days for the lift stations)

Deliverables:

- Site Visit meeting minutes
- TM 410 – Existing Infrastructure Components

Task 420: Evaluate Assets and Develop Capital Improvement Plan

BC will use the condition assessment results to identify capital improvement projects that will be used to update the CIP in Phase 800. Existing assets will be evaluated and categorized based on their replacement schedule and/or failure impact. A virtual meeting is included to present and confirm the analytical process to be used. Industry failure frequency data will also be presented for comparison. The outcome of this task will be an inventory of equipment analyzed, a method for analysis, and a TM detailing the results.

Task Assumptions: Lift station evaluation will be based on staff interviews, Pueblo provided data, and visual inspections / photos. Stormwater summary will be based on previous evaluations and/or completed plans and staff interviews only.

Meetings:

- VM 420 - Verify assessment approach and identify helpful additional operations information. 3 BC staff to attend virtually.
- WS 420 - Asset Evaluation and CIP: In-person, 5 key BC staff, 4-hour workshop

Deliverables:

- WS 420 - meeting agenda, meeting materials, and minutes.
- TM 420 – Conditions Assessment and Replacement Schedule Determinations.

Phase 500 – SCADA System Evaluation

This phase utilizes the existing condition assessment that was developed as part of the Treatment Plant SCADA System Upgrade Project. Staff interviews will be conducted to identify the future state of the SCADA system. The recommended planning level projects will be included in the evaluation.

Task 510: Site Assessments and Staff Interviews

This task will review the city's SCADA inventory for the remote lift stations and interview City of Pueblo staff to define the current state of the hardware and software systems employed at the wastewater treatment plant.

BC will provide a request for information to City of Pueblo staff, including a request for drawings, specifications, vendor cut sheets and other information that relates to the existing SCADA system. BC will perform virtual interviews of plant staff.

Task Assumptions:

- Scope includes a maximum of five interviews at 1 hour each.
- BC will utilize the existing condition assessment developed during the SCADA Upgrade Project.

Meetings:

- VM 510 - Verify future condition goals and discuss gaps. 3 BC staff to attend virtually.
- WS (Virtual) 510 - SCADA Existing Conditions and Recommendations, 2-hour workshop, 3 key BC staff to attend virtually.

Deliverables:

- Workshop agenda and meeting minutes
- Staff interview notes

Task 520: Gap Assessment and Planning Level Projects

Based on the information obtained from Task 510, BC will define the desired future SCADA condition based on outcomes from Phase 200 and the high-level gaps between current condition and desired

future system. BC will then define the planning level projects that need to be executed to close these gaps.

BC will facilitate two, one-hour Teams Meetings to 1) identify and confirm desired future SCADA needs defined are accurate and 2) to present recommended planning level projects. Planning level projects will include a rough order of magnitude cost and a simple project approach (what projects need to be done in a certain sequence).

Task Assumptions: Gap assessment will be limited to defining the gaps at a very high level, with high-level estimates of cost and risk. Alternatives to address the identified gaps will include 3-5 planning level projects. Recommended improvements and projects and will not include any design for implementation.

Meetings:

- VM 520a: Future needs and gaps 1-HR; 3 BC Staff to attend virtually.
- VM 520b: Recommended Projects 1-HR; 3 BC staff to attend virtually.

Deliverables:

- TM 520a – Draft SCADA Master Plant Chapter 8 SCADA Recommendations
- TM 520b – Final SCADA Master Plant Chapter 8 SCADA Recommendations

Phase 600 – Triggers and Pinch Points

The purpose of this phase is to identify potential triggers that could significantly change that condition, causing a significant impact to the resulting CIP needs such as a need for expansion of the Treatment Plant. The objective of this task is to consider what-if scenarios that may trigger different future conditions than assessed in Phase 200.

Task 610: Identify Potential Triggers

The Master Plan Update will provide high-level review of system sensitivities to changes in population and population location. BC will work with Pueblo to identify triggers and timing for potential wastewater plant impacts and expansion needs.

Task Assumptions: Scope includes evaluation of three (3) scenarios. Costs of potential expansion not included.

Meetings:

- VM 610 – Potential System Triggers; 3 BC staff to attend virtually

Deliverables:

- TM 610 – Potential System Impact Triggers

Task 620: Pinch Points Identification

Should growth occur beyond current build out projections, the system may have areas that, if addressed, could open additional capacity with relatively lower investment – referred to as pinch points. BC will work with Pueblo to identify potential pinch points in the system that, if addressed and optimized, may open additional capacity or significantly improve operations.

Meetings:

- VM 620: Pinch Points Identification and Evaluation; 3 BC Staff to attend virtually

Deliverables:

- TM 620 – Pinch Points

Task 630: Project Prioritization

BC will review with Pueblo prioritization criteria and guidelines and help develop a process for determining project prioritization based on such criteria, particularly when competing interests may interfere with project timelines and implementation. These criteria will be reviewed with Pueblo during a workshop, during which Pueblo will be able to comment on and make recommendations related to the prioritization criteria and guidelines. Upon completion of the workshop, BC will incorporate the prioritization criteria and recommendations into the Master Plan update.

Task Assumptions:

Meetings:

- WS 630 - Project Prioritization Approach. 3 BC Staff to attend in person, 2 BC Staff virtually for 4-hour workshop

Deliverables:

- Workshop agendas, meeting materials and workshop meeting minutes.
- TM 630– Project Prioritization Criteria

Phase 700 - Future Tools and Assessments

Task 710: Review Opportunities for Future Optimization, Efficiencies, and Other Benefits

Through the reviews and assessments in the above phases, BC may recommend opportunities for additional optimization, efficiencies, or benefit. These opportunities may include:

- Integrated planning: This would include reviewing other plans for their basis of design and decision-making to ensure this Master Plan Update is aligned. If design or decision-making criteria change, BC will incorporate those projects/initiatives into this Master Plan Update using current decision-making and design basis.
- Asset management: BC would evaluate existing asset management practices through previously completed work (i.e., master plans) and interviews with facility staff to understand the condition and criticality of replacement or repair of asset processes. Additionally, BC would help Pueblo identify maintenance strategies for asset base, where appropriate.
- Funding: Where possible, BC will identify funding opportunities for projects identified in the CIP, such as WIFIA, SRF, and IJJA.
- Technology and tools: Throughout BC's work on this Master Plan Update, BC will identify tools and technologies, where appropriate, to enhance system operations, regulatory compliance, preventative maintenance and/or asset management operations. Any tools or technologies identified will be recommended within the CIP and within the text of the Master Plan Update with further context (i.e., order of implementation and considerations such as needed software).

Task Assumptions: These are brief descriptions of categories that Pueblo may want to consider for potential added benefit. There are no assessments included in this section.

Meetings: None anticipated

Deliverables:

- TM 710 –Beneficial Future Assessment Recommendations

Phase 800 – Capital Improvement Plan

The purpose of this phase is to take the TMs from previous phases to produce a complete Master Plan Update document that includes prioritized list of projects, a timeline of improvements, a summary of costs, and recommendations.

Task 810: Update Capital Improvement Plan

BC will update the existing CIP with the recommended improvements based on the results of the investigations and recommended improvements. The capital improvements will be scheduled to include estimated costs for administration, planning, engineering, and construction phases of each project. This task includes preparation of the report. Following the submission of the draft CIP, a virtual meeting will be held to discuss City comments.

Task Assumptions: The CIP will be in Excel format to allow for updates. Class 5 cost estimates will be applied to recommended projects using the basis of cost estimate developed in Task 240.

Meetings:

- VM 810: Capital Improvement Plan Review. 3 BC Staff to attend virtually.

Deliverables:

- Capital Improvement Plan

Task 820: Treatment and Facility Master Plan Update Draft Report

BC will prepare a draft report utilizing the contents of the technical memoranda from the prior phases. This includes the assembly of the elements of the Draft Master Plan Update that were developed as part of previous tasks. This effort also includes QA/QC reviews and technical edits. BC will perform a readability and quality review of the draft document before submittal to Pueblo for review. The outline of the Draft Master Plan Update will be based on preliminary outline presented below:

- Executive Summary
- Chapter 1. Introduction
- Chapter 2. Planning Assumption, Goals, and Objectives
- Chapter 3. Potential Regulatory Influencers
- Chapter 4. Flow and Load Projections
- Chapter 5. Hydraulic and Process Models Assumptions and Baselines
- Chapter 6. Gap analysis for Liquid Processes and Solids Handling
- Chapter 7. Infrastructure Components and Conditions Assessment Summary
- Chapter 8. SCADA Recommendations
- Chapter 9. Potential System Impact Triggers and Pinch Points
- Chapter 10. Project Prioritization
- Chapter 11. Future Tools and Assessment Recommendations
- Chapter 12. Recommended CIP
- Appendix A. Preliminary Cost Estimates
- Appendix B. SCADA Existing Conditions Assessment

Task Assumptions: Master Plan Update Report will be based on Final TMs of previous phases and will not include new analysis.

Meetings:

- VM 820 Review of Draft Report. 5 BC staff to attend virtually.

Deliverables:

- Draft Master Plan Update Report

Task 830: Coordinate with Rates and Fees Consultant

BC will provide the City with the capital costs and timing for their use in determining rates and fees. This scope includes a meeting with Pueblo and their rates and fee consultant, Raftelis, to determine the desired information and information format.

Task Assumptions: This scope does not include rate and fee analysis or recommendations. Information provided for rates and fees will be a spreadsheet output from the CIP analysis. No additional analysis will be required.

Meetings:

- VM 830: Data needs to support rates and fee analysis. 2 BC staff to attend virtually

Deliverables:

- Rates and Fees Support Information - Excel spreadsheet in format determined in above meeting.

Task 840: Treatment and Facility Master Plan Update Final Report

BC will address and incorporate City comments on the draft report and prepare a final report. The preparation of final report will include internal quality control and assurance reviews.

Task Assumptions: This task assumes one (1) iteration of most comments is adequate as previous TMs will have been reviewed by the City. Two (2) brief meetings are included to address gaps or to refine small portions of the report.

Meetings:

- VM 840a and 840b: Clarify and address the City's comments. 2 BC staff to attend virtually.

Deliverables:

- Final Master Plan Update, including Appendices. Electronic copies and up to three (3) hard copies.

Attachment 1 - Schedule

City of Pueblo

ID	Phase No	Task Name	Duration	Start	Finish	Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
0		2024 Pueblo Wastewater Treatment and Facility Master Plan Update	256 days	Mon 4/15/24	Fri 4/18/25													
1	100	Project Management	255 days	Mon 4/15/24	Fri 4/18/25													
2	200	Planning Objectives and Inputs	60 days	Mon 4/15/24	Tue 7/9/24													
3	300	Process Analysis and Alternatives Evaluation	150 days	Wed 5/1/24	Tue 12/3/24													
4	400	Renewal and Replacement	150 days	Wed 5/1/24	Tue 12/3/24													
5	500	SCADA System Evaluation	150 days	Wed 5/1/24	Tue 12/3/24													
6	600	Triggers and Pinch Points	150 days	Wed 5/1/24	Tue 12/3/24													
7	700	Future Tools and Assessments	90 days	Mon 9/30/24	Fri 2/7/25													
8	800	Capital Improvement Plan	90 days	Mon 12/9/24	Thu 4/17/25													

Attachment 2 - Compensation

City of Pueblo

Pueblo Wastewater Master Plan																																					
		Enoch Dixon H	Keli Lambert	Mike Thorstenso	Jennifer Short	Sri Koduri	Dawn Wall	Jose Jimenez	Kevin Keil	Kirk Olds	Andrew Neuha	Lexandra Ratcl	Haley Dunn	Kayla Bauhs	Dan Goodburn	William Agster	Adriane Perry	Brandon Billing	Dan Jackson	Pusker Regmi	Ashraf Qadan	Chandler Wilson	Daniel Clayton	Erin Tracy	Jerry Simon	Lia Brune	Leo Rodgers	Marvin Llave	Samantha Kepley		Other Travel Expenses						
Phase	Phase Description																													Total Labor Hours	Total Labor Effort		Total ODCs	Total Expense Cost	Total Expense Effort	Total Effort	
100	Project Management	\$215.00	\$130.00	\$290.00	\$130.00	\$235.00	\$100.00	\$290.00	\$235.00	\$280.00	\$255.00	\$195.00	\$150.00	\$165.00	\$235.00	\$235.00	\$195.00	\$215.00	\$150.00	\$235.00	\$195.00	\$280.00	\$280.00	\$235.00	\$280.00	\$195.00	\$255.00	\$195.00	\$215.00		302	56,700	0	0	0	0	56,700
110	Project Management Planning	80	24	2	18	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	106	20,900	0	0	0	0	20,900	
120	Project Controls & Reporting	54	60	2	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	134	22,330	0	0	0	0	22,330	
130	Status Meetings	24	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	10,800	0	0	0	0	10,800	
140	Project Closeout	10	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	2,670	0	0	0	0	2,670		
200	Planning Objectives and Inputs	28	0	0	0	66	16	12	13	12	3	40	36	48	32	4	0	0	0	0	0	0	0	0	0	0	0	0	0	310	63,370	295	295	295	295	63,665	
210	Kickoff Workshop and Planning Objectives	20	0	0	0	28	4	10	13	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	81	18,915	295	295	295	295	19,210	
220	Potential Regulatory Influencers	2	0	0	0	8	4	2	0	0	3	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	59	11,855	0	0	0	0	11,855	
230	Define Planning Area, Flow and Load Projections	2	0	0	0	28	4	0	0	6	0	0	36	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	124	22,410	0	0	0	0	22,410	
240	Define Bases of Cost Estimation	4	0	0	0	2	4	0	0	0	0	0	0	0	32	4	0	0	0	0	0	0	0	0	0	0	0	0	0	46	10,190	0	0	0	0	10,190	
300	Process Analysis and Alternatives Evaluation	18	0	0	0	138	16	84	68	0	0	0	220	244	24	4	92	16	24	120	0	0	0	0	0	0	0	0	0	1,068	211,260	320	320	320	320	211,580	
310	Develop Facility Hydraulic Profile Model	0	0	0	0	6	4	0	4	0	0	0	4	0	0	0	44	6	24	0	0	0	0	0	0	0	0	0	0	92	16,820	0	0	0	0	16,820	
320	Update Process Model	0	0	0	0	4	4	8	4	0	0	0	2	56	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	102	19,780	0	0	0	0	19,780	
330	Gap Analysis for Liquid Process, Solids Handling, and Infrastructure	18	0	0	0	128	8	76	60	0	0	0	214	188	24	4	48	10	0	96	0	0	0	0	0	0	0	0	0	874	174,660	320	320	320	320	174,980	
400	Renewal and Replacement	12	0	0	0	52	8	0	20	0	0	0	92	0	0	0	0	0	36	0	62	90	12	12	10	82	0	0	0	488	101,760	4,025	4,025	4,025	4,025	105,785	
410	Summarize Existing Components	0	0	0	0	24	4	0	6	0	0	0	36	0	0	0	0	0	24	0	48	48	4	4	4	40	0	0	0	242	50,230	3,570	3,570	3,570	3,570	53,800	
420	Evaluate Assets and Develop Capital Improvem	12	0	0	0	28	4	0	14	0	0	0	56	0	0	0	0	0	12	0	14	42	8	8	8	42	0	0	0	246	51,530	455	455	455	455	51,985	
500	SCADA System Evaluation	2	0	0	0	22	8	14	10	0	0	0	40	0	24	2	0	0	0	20	0	0	0	0	0	0	54	136	0	332	69,910	0	0	0	0	69,910	
510	Site Assessment and Staff Interviews	2	0	0	0	12	4	14	6	0	0	0	12	0	0	0	0	0	0	20	0	0	0	0	0	0	10	36	0	116	25,190	0	0	0	0	25,190	
520	Gap Assessment and Planning Level Projects	0	0	0	0	10	4	0	4	0	0	0	28	0	24	2	0	0	0	0	0	0	0	0	0	0	44	100	0	216	44,720	0	0	0	0	44,720	
600	Triggers and Pinch Points	56	0	0	0	82	12	16	36	20	2	6	112	32	0	0	58	10	0	26	0	0	0	0	0	0	0	0	0	468	94,540	295	295	295	295	94,835	
610	Identify Potential Triggers	12	0	0	0	24	4	8	20	4	2	6	30	0	0	0	6	2	0	6	0	0	0	0	0	0	0	0	0	124	25,950	0	0	0	0	25,950	
620	Pinch Points Identification	0	0	0	0	36	4	8	16	0	0	0	60	32	0	0	52	8	0	20	0	0	0	0	0	0	0	0	0	236	45,780	0	0	0	0	45,780	
630	Project Prioritization	44	0	0	0	22	4	0	0	16	0	0	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108	22,810	295	295	295	295	23,105	
700	Future Tools and Assessments	24	0	0	0	26	4	0	0	2	0	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	156	30,870	0	0	0	0	30,870	
710	Review Opportunities for Future Optimization Efficiencies and other Benefits	24	0	0	0	26	4	0	0	2	0	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	156	30,870	0	0	0	0	30,870	
800	Capital Improvement Plan	100	0	0	0	88	16	16	0	34	0	0	98	32	0	0	0	0	60	0	0	0	0	0	0	0	8	0	452	88,480	0	0	0	0	88,480		
810	Update Capital Improvement Plan	40	0	0	0	30	4	0	0	18	0	0	38	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	154	30,390	0	0	0	0	30,390	
820	Treatment and Facility MP Update Draft	32	0	0	0	32	8	8	0	12	0	0	40	16	0	0	0	32	24	0	0	0	0	0	0	8	0	0	180	34,680	0	0	0	0	34,680		
830	Coordinate with Rates and Fees Consultant	6	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	4,110	0	0	0	0	4,110	
840	Final Report- Treatment and Facility MP Update	22	0	0	0	14	4	8	0	4	0	0	20	16	0	0	0	0	12	0	0	0	0	0	0	0	0	0	100	19,300	0	0	0	0	19,300		
GRAND TOTAL		408	88	4	18	498	80	142	147	68	5	46	642	356	80	10	150	26	120	166	62	90	12	12	10	82	54	144	56	3,576	716,890	4,935	4,935	4,935	4,935	721,825	
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.																																					



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
BROWN AND CALDWELL, INC.**

23-130

WASTEWATER DEPARTMENT ENGINEER OF RECORD - FACILITY
MASTER PLAN UPDATE

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, 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 Brown and Caldwell, Inc., a registered California Corporation (hereinafter referred to as "Consultant"), for Consultant to render certain professional project management, analysis, evaluation, advising, assessments, planning, reports, and related services for City in connection with Bid 23-130 Wastewater Department Engineer of Record - Facility Master Plan Update, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- A. Consultant shall satisfactorily perform professional project management, analysis, evaluation, advising, assessments, planning, reports, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

2. CONSULTANT RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, for the Scope of Services in Phases 100 - 800 as outlined in Schedule 1, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City to the extent caused by Consultant's negligent act or omission. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- B. Consultant acknowledges that performance of each phase shall be observed as represented in Schedule 3 attached hereto. Schedule 3 is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item of each phase. Except to the extent the parties agree to time extensions for delays

beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor, and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

- C. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that 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 any 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 attached hereto.
- D. Consultant acknowledges that, due to the nature of the services for this Project, 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 qualified key personnel and subconsultants. 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, subconsultant, 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.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require. Consultant shall rely on information provided without verification unless otherwise agreed in Schedule 1. City shall notify Consultant of any known or potential health or safety hazards existing at or near the project site.
- B. City shall designate a Project 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 the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy,

nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.

- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any project management, analysis, evaluation, advising, assessments, planning, reports, or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

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” of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. 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 as shown in A1 below, an amount not to exceed \$721,825.00 in the aggregate as set forth in the grand total shown in Schedule 2 "Fee Schedule".
 - 1. The maximum amount of each phase shall not exceed the amount specified in Schedule 2 for such phase unless agreed upon by Consultant and City with a written Change Order or written Amendment.
 - 2. A written Change Order may be considered for an increase amount of the applicable phase for up to 10% of the grand total cost of the project.
 - 3. A written Amendment approved by City Council, Consultant, and Department Director shall be utilized for any agreed upon change to each phase exceeding 10% of the grand total.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred.

1. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions for each phase as set forth in Schedule 2 and shall contain appropriate documentation that such services have been performed and expenses incurred.
 2. Such applications for payment of each phase shall not exceed 90% of said phase until final work of the phase has been completed. The final application for payment for each phase shall be the remaining 10% of the phase and shall be paid upon satisfactory completion of the phase as approved by City.
 3. The applications for payment shall be submitted monthly with consideration of City for review of satisfactory completion and payment within 45 days of the date of such application is received provided that sufficient documentation has been furnished.
 4. The final application for payment for the final 10% of the final phase, shall be held by City until all previous phases and current final phase have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's negligent errors or omissions.
- E. Compensation for authorized Services 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 10 days' 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 project management, analysis, evaluation, advising, assessments, planning, reports, or 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 services, or to pay its employees and Consultants, or to perform services with that level of care and skill ordinarily exercised by consultants performing similar services at the time services are performed in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited 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

All designs, drawings, specifications, technical data, 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 upon payment to Consultant for work performed 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 notes, designs, drawings, 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. Consultant may make an accurate statement that it worked for City on the Project, but 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, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. 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 for the work in Schedule 1 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 23-130 Wastewater Department Engineer of Record and 23-130 Master Contract, 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 any schedule or attachment shall control and supersede the conflicting provision in Agreement.

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 to the extent City has paid Consultant for services performed by Consultant's subconsultants and subcontractors.
- 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. In the event of litigation the court shall award the prevailing party its court costs and reasonable attorney fees.

7.10. Severability

If any provision of this Agreement, 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.

7.11. Appropriations

The City is prohibited by law from making commitments beyond the term of the current City Fiscal Year. Payment to Consultant beyond the current City Fiscal Year is contingent on the appropriation and continuing availability of agreement funds in any subsequent year. The City's obligation to pay Consultant shall be contingent upon funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the City's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If City funds are

not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination. Consultant shall confirm availability of Agreement Funds before proceeding and/or making obligations for work exceeding the initial and subsequent annual appropriations.

7.12. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

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 or mediation, as mutually agreed, 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 Contract, such insurance as will protect it and City from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph B.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant 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 Consultant with

respect to all work performed by it and all its subcontractors under the Contract, to be written on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of \$1,000,000 for each occurrence and aggregate for bodily injury including death and property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.

- B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of \$1,000,000 each accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired or used by Consultant.
- C. 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 each claim and aggregate in a form and with a self-insured retention acceptable to City.
- E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

10. 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.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The 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. Notwithstanding, unless otherwise specified in the Scope of Services, City shall have sole responsibility as between City and Consultant with compliance with the ADA and related regulations.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. 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.

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 14 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.

15. 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.

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

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael J. Thorstenson, Principal-In-Charge

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

David Wyatt, Assistant City Attorney

Attachments: Schedule 1 - Scope of Service
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Consultant's Proposal dated February 2024, Pages 2 – 15

Project Overview

Pueblo has requested Brown and Caldwell (BC) to prepare a 2024 City of Pueblo Water Reclamation Treatment and Facility Master Plan Update (Project) that identifies capital improvements necessary to maintain cost-effective, reliable service, and identify upcoming regulatory requirements. Specifically, in addition to a 10-year Capital Improvement Plan (CIP), this Master Plan Update is to identify system pinch points, including adequate redundancy, ability to serve predicted growth, and impacts of the identified upcoming regulatory requirements.

This Scope of Services covers activities necessary to prepare a Master Plan Update for the James R. Dilorio Water Reclamation Facility (JRDWRF) and contributing lift stations, for the City of Pueblo, Wastewater Department (Pueblo). This Master Plan Update will use results and data from relevant previous work completed for Pueblo, including the 2006 Master Plan by Black & Veatch, the 2014 Master Plan by BC, and the Collection System Master Plan completed by BC in 2020.

The proposed work will address issues throughout the facility to support development of a 10-year CIP. It will also provide a framework for capital and renewal and replacement (R&R) projects over the next decade.

This Scope of Services describes the professional services to be provided by BC for the Project. This Scope of Services includes the following phases:

- Phase 100 – Project Management
- Phase 200 – Planning Objectives and Inputs
- Phase 300 – Process Analysis and Alternatives Evaluation
- Phase 400 – Infrastructure Renewal and Replacement
- Phase 500 – SCADA System Evaluation
- Phase 600 – Triggers and Pinch Points
- Phase 700 – Future Tools and Assessments
- Phase 800 – Capital Improvement Plan

Project Objectives

This scope lays out the categories for review as part of this Master Plan Update, as well as the expectations associated with each task. The specifics of the project objectives will be considered in the first task of the Master Plan Update, which may result in revisions to the attached scope. The following are included in the scope herein:

- Summarize known and anticipated regulatory drivers (e.g., nutrient standards) and identify projects that achieve regulatory compliance, either in part or in whole, while maintaining a functional and operational facility.
- Review triggers for wastewater facility expansion.
- Provide capacity needs assessment - summarize known and anticipated flow and loading changes to the facility.
- Evaluate the capacity of each unit process to inform of any plant expansion needs.
- Coordinate with and summarize the outcomes of the on-going Sustainability Study currently being developed by Brown and Caldwell. Include the Sustainability report findings as needed for potential additions to the CIP.

- Summarize known and anticipated renewal and replacement costs for existing major process equipment. Evaluate facility needs and current processes/procedures:
 - Condition review based on equipment age, interviews with appropriate operational staff, and expected useful life.
 - Asset management system.
 - Preventative maintenance system.
- Prepare a Supervisory Control and Data Acquisition (SCADA) evaluation to identify needs and planning projects that can be implemented within 5 years.
- Identify potential optimization and efficiency opportunities for future consideration.
- Prepare a master plan, supporting a 10-year CIP.

Pueblo will provide BC with available and relevant information to aid in the planning process. This includes but is not limited to:

- Existing CIP
- Information regarding past and ongoing Pueblo projects
- Growth maps and studies from planning department
- 2021 rate study (or the most recent)
- Past four years of operational data, including a wastewater characterization analysis
- Operating costs and best operating practice documentation
- Original costs of equipment where available
- Information regarding public sector outsourcing
- Information on existing electrical, instrumentation, and controls
- Access to operations and other knowledgeable Pueblo staff
- Timely review and comments within agreed upon schedules

Project Assumptions

The following general assumptions were made in the development of this Scope of Services. Additionally, task specific assumptions are listed as part of each task.

Data Assumptions:

- The Master Plan Update will update the previous 2014 Master Plan. The following information will be summarized and included in the Update as described in the scope based on Pueblo provided information:
 - Population projections and land-use planning.
 - Flow projections.
 - Influent wastewater characterization. If recent wastewater characterization data is not available, BC will work with Pueblo to develop an influent sampling plan to collect the most recent influent wastewater characteristics as appropriate or needed.
- Evaluation of underground utilities will be based on maintenance records and record drawings provided to BC by Pueblo. Physical investigation or any other independent verification of underground utilities is not included in this scope of work.
- Pueblo will provide a list of critical equipment for the condition assessment described in Phase 400 (Renewal and Replacement). The equipment list will include equipment numbers, installation year, O&M history, original installation cost, and repair and replacements costs as available. Up to 500 individual pieces of equipment will be reviewed as part of this phase. Pueblo will provide

knowledgeable O&M staff to accompany BC staff for a walkthrough of the facility for the condition assessment tasks.

- BC will use elevations shown on as-built drawings or surveyed elevations provided by Pueblo to construct the hydraulic profile. Independent verification of elevations is not included in this scope of work.

Limits of Scope – in addition to those noted within Scope description:

- Scope is limited to the tasks included herein. Scope items in Agreement Schedule 1 not included herein are not to be performed.
- Discussions of asset management and criticality analysis will be limited to the condition assessment for major process equipment only as defined in Phase 400.
- Site stormwater capacity and process impacts to be reviewed as they may impact future improvement needs and O&M. Stormwater condition assessment not included.
- The viability of producing Class A biosolids is not addressed in this scope (currently part of Sustainability Study).
- Lift stations will be evaluated for capacity only.
- Except for the lift stations, an evaluation of the collection system is also not included.
- Design and implementation of identified projects are not included.
- The following SCADA items are not included in this Master Plan Update scope, but they may be recommended for future phases based on the results in the Update:
 - Detailed examination of Pueblo wastewater remote pumping stations for current conditions assessment, and project identification and long-range control system upgrade needs based on the results of this project.
 - Development of a control system standards binder and general specifications to be used in the design and implementation of future automation projects.
- The Update does not include an optimization and efficiency study. Observations and staff interviews regarding optimization and efficiency will be captured and documented for future study.

Schedule:

- The anticipated start date of the project is April 2024 with an estimated duration of 12 months. See Attachment 1 – Schedule. The accompanying schedule assumes review comments or responses will be provided within 10 business days of submittal of technical memoranda or data requests and 30 business days for the complete Draft Master Plan Update.

Effort and Budget:

- BC may shift budget between work tasks as necessary to complete the work.
- The initial effort is limited to the budget identified in the attached fee estimate. See Attachment 2 – Compensation. If the effort to complete the identified tasks exceeds the estimate, the PM will coordinate with Pueblo to identify areas where BC can limit our effort to the available budget.

Deliverables:

- Pueblo will provide a single set of consolidated comments to BC for each deliverable. The reports and/or technical memoranda will be revised according to comments and scope of work.
- All deliverables in this Scope will be provided electronically. Electronic copies will be in MSWord files and/or Adobe PDF.
- Meeting summary to be provided following each meeting.

Scope of Services

Phase 100 – Project Management and Administration

Project Management and Administration includes the following activities:

- Project Management Planning
- Project Controls and Reporting
- Project Meetings
- Project Closeout

Task 110: Project Management Planning

The Project Management Plan will document the key project information required by all project team members to assist them in executing the project to meet the required objectives: on-time, on-budget, high quality, and meeting Pueblo's critical success factors. The key elements of the project plan are described below:

- Project Charter, which will establish the project goals, objectives, and critical success factors.
- Project team members, their roles, and responsibilities, including a staffing plan (management, engineering, QA/QC, etc.)
- Scope of Services with work breakdown structure
- Project schedule updates will be provided in monthly progress reports if changes have been made and agreed upon by City
- Project budgets
- Communications Plan
- Risk Management Plan
- QA/QC Plan
- Project documentation plan and file structure
- Change management process
- Health and Safety Plan for field work, if applicable

Task 120: Project Control and Reporting

Monthly invoices will be prepared and submitted to Pueblo the format used for current projects.

Monthly project status reports will be prepared and submitted to Pueblo. These reports will include:

- Summary of services completed since the previous report.
- Current project schedule and budget status.
- Project issues and potential change logs.
- Milestones and/or deliverables scheduled in the coming month.

This task also includes periodic project reviews by BC management to provide QA/QC and assure that the project is meeting Pueblo's critical success factors, is on schedule, and within budget.

Task 130: Project Meetings

BC will meet with Pueblo every month in person or by phone to review project status, coordinate project activities, obtain direction, and answer specific questions relating to the project. Two members of the consultant team will participate. The budget covers travel to ten meetings over the course of the project, assuming a 12-month schedule.

Conference call updates will be held monthly, between progress meetings with the designated City Project Manager. Two members of the BC team will participate in a one-hour, monthly conference call with the designated City Project Manager.

Project meetings will be combined with workshops when practical.

Task 140: Project Close-out

During project close-out, BC will resolve all final invoices to Pueblo, consolidate and archive all project files, and meet with Pueblo to review the project performance and achievement of project objectives.

Phase 100 Meetings:

- Monthly status calls; one hour each, 2 BC members

Phase 100 Deliverables:

- Monthly Status call minutes
- Monthly invoices and progress reports
- Change log

Phase 200 – Planning Objectives and Inputs

Task 210: Kickoff Workshop and Planning Objectives

The Master Planning Kickoff Workshop will be conducted by key members of the BC team and Pueblo organization. BC will prepare the agenda and materials for this Kickoff Workshop and will facilitate discussions around project scope, budget, schedule, roles, responsibilities, lines of communication, document management and deliverables. Additionally, the team will have initial discussions around permitting drivers, flow and load information, existing process data and gaps, and process modeling and optimization. An outcome of this workshop (Workshop 1) will be to agree on planning goals and the decision-making criteria and processes expected to be used through the planning effort.

Task Assumptions: Task includes review of existing information and preparation for the workshop.

Meetings:

- Workshop (WS) 210 – Kickoff. In-person, 3 key BC staff, 4-hour workshop.

Deliverables:

- WS 210 agenda, presentation materials, and meeting minutes.
- Technical Memorandum (TM) 210 - Project Charter including planning goals and the decision-making criteria and processes.

Task 220: Potential Regulatory Influencers

BC will summarize the known and potential regulatory influences that may impact the facility CIP and operations that BC is aware of at the time of this task, with an update at the Final Master Plan Update report. BC is currently providing regulatory support in parallel under a separate contract. This section is here to summarize the key findings as they influence this Master Plan Update analysis and report.

Specific regulatory issues addressed include:

- Clean Water Act: nitrogen, phosphorus, arsenic, selenium, sulfate, TDS/conductivity, chloride, nonylphenol, temperature, *E. coli*, PFAS, FOG, and ammonia
- Local Regulations
- Industrial Pretreatment
- Biosolids: 503 regulations
- Air Quality: emissions, odor control, construction permits, and air pollution emissions notices (APENs)

Task Assumptions: Regulatory impacts currently addressed under a different scope. Potential impacts due to regulatory requirements that are identified will be documented for future evaluation or study.

Meetings:

- Virtual Meeting (VM) 220 - Present and verify regulatory influencers. 2 BC staff to attend virtually.

Deliverables:

- TM 220– Regulatory Influence Summary

Task 230: Define Planning Area, Flow, and Load Projections

BC will provide the City with a data request summarizing the data required to establish the planning area and the flow and load projections that are expected from that area. These will be reviewed and confirmed during the Kickoff Workshop, along with population forecast data from most recent Master Plan. Where previous work by BC has been performed or is underway, such as the plant simulation modeling, BC will use that data in addition to any other data which is available and necessary for the evaluations. In addition to the sources previously listed, these documents may include:

- Most recent four years of facility operational data
- Most recent four years of process monitoring data
- Internal studies
- O&M Manuals
- Interviews with Pueblo staff

BC will incorporate the data for existing liquid and solids processes from the previous Master Plan, including population growth, and update this information as needed based on interviews with City staff and field verification.

BC will review the provided data and reports, including the analyses conducted by Pueblo, and determine if any additional data will need to be collected or provided by Pueblo. Pueblo will assist BC with obtaining existing and readily available reports and data.

BC will consider flow, load, and wastewater characteristics from the 2006 and 2014 Master Plans and most recent process models prepared by BC to update flow and mass loading rates for wastewater characteristics and peaking factors.

Levels of service will be defined for a host of performance parameters including effluent water quality, biosolids quality (e.g., VSS destruction, % total solids), spills, or other measures of performance defined by the project team. The levels of service will be defined in terms of reliability of the treatment processes, facilities, and utilities.

The reliability criteria will be based on the ability to provide uninterrupted service while continuing to meet discharge requirements and will consider: 1) the values used in WRF design; 2) City experience with routine and unscheduled outages; 3) reliability information from other similar sized WRFs; 4)

accepted engineering practices (as documented in EPA's Reliability Manuals); and 5) City and BC input on risk management priorities.

BC will document the basis of the flow and load projections into a TM that will be incorporated into the final Master Plan Update. The data and resultant analyses will be used to update the hydraulic and organic models for the plant in Phase 300 (Process Analysis and Alternatives Evaluation).

Task Assumptions: All background information to be provided by Pueblo from previous planning documents, current land use documents, and staff interviews. Methods for flow and load projections will follow the previous master plan, utilizing new data where appropriate. Where current information is not available or significant, the results of previous calculations will be used but not verified.

Meetings:

- VM 230 - Verify information and gaps. 3 BC staff to attend virtually.

Deliverables:

- Planning Data Request
- Draft and Final TM - Flow and Load Projections

Task 240: Define Basis of Cost Evaluations

BC will develop a basis of cost evaluations to be used for development of opinion of capita costs. The construction cost estimates will be based upon Association for the Advancement of Cost Engineering International (AACE) criteria for Class 5 estimates. These conceptual estimates are used to prepare long-range capital improvements planning. The expected accuracy for a Class 5 estimate can range from -50 to +100 percent. BC will develop the factors used in the parametric cost models.

Where available, BC will use Pueblo provided actual costs of unit costs for energy, chemicals, labor, transportation, and other operating expenditures as the basis of cost evaluations.

All factors and assumptions used in the development of the cost models will be documented in TM that will be incorporated into the final Master Plan Update.

Task Assumptions: Basis of cost evaluations will rely on actual data provided by Pueblo where available. Additional data will be used only where actual data is not available. One virtual meeting is anticipated for this task.

Meetings:

- VM 240 – Verify information and gaps. 3 BC staff to attend virtually. Meeting may be combined with Task 220.

Deliverables:

- Cost Data Request
- TM 240 - Basis of Cost

Phase 300 – Process Analysis and Alternatives Evaluation

The objective for this phase is to review the current operation of the facility and assess current capacity against growth, regulatory changes, and other drivers. This phase is the foundation of the Master Plan Update and includes reviewing background information, updating the existing whole plant model of the JRDWRF to include future scenarios, performing gap analyses of individual treatment processes, and evaluating alternatives to meet future conditions. Process evaluations to determine the biological capacity of the facility will include modifications that BC made during the 2017 Upgrades Project.

Task 310: Develop a Facility Hydraulic Profile Model

BC will develop a facility hydraulic profile model and evaluate the facility hydraulic capacity for the current condition and anticipated flow conditions at five-year intervals through year 2035 using hydraulic modeling software. Flow conditions will include annual average day and peak hour hydraulic flow states.

Task Assumptions: Operations data and facility information provided by Pueblo (Phase 200) to be used to build the model. Visual Hydraulics will be used to develop the base model. One virtual meeting is assumed to present and verify expected hydraulic profile model.

Meetings:

- VM 310 - Verify expected profile model. 2 BC staff to attend virtually.

Deliverables:

- TM 310 – Hydraulic Model Assumptions and Profile Baseline

Task 320: Update Process Model

BC will apply the existing process facility-wide mass balance model, developed by BC for the Process Optimization Study (under separate scope). The purpose is to evaluate process performance for current conditions and projected flow and load conditions through the planning year 2035 at five-year intervals. Simulations under annual average day, maximum month average day, and maximum month day scenarios will be prepared. This work will build upon work completed from the ongoing Process Optimization Study.

Task Assumptions: Operations data and facility information provided by Pueblo (Phase 200). Existing model from Process Optimization Study is assumed accurate regarding its assumptions as reviewed by Pueblo. Minimal updating expected with any new data provided. It is not assumed that base scope herein will include any regulatory updates beyond what is expected in the Process Optimization Study.

Meetings: None anticipated. Presentation of results part of Task 330.

Deliverables:

- TM 320 – Model Assumptions and Process Model baseline

Task 330: Gap Analysis for Liquid Processes, Solids Handling, and Infrastructure

Using the hydraulic and process models, BC will perform gap analysis of liquid processes, solids handling, and infrastructure and evaluate up to four (4) alternative evaluations to meet projected needs and planning drivers from Phase 200.

Alternative Evaluation #1 is anticipated to include the evaluation of rehabilitating the existing grit removal process and adding a redundant grit removal train as compared to replacing the existing process with a different grit removal technology such as Aerated Grit Removal.

Alternative Evaluations #2, #3 and #4 are TBD, pending the review of other existing unit processes and potentially new process units.

BC will develop conceptual level design criteria, schematics, general arrangement layouts, and descriptions for each alternative. BC will evaluate the process performance of each alternative using the Phase 300 process model and the existing facility configuration as a basis. BC will develop estimated capital costs for each alternative. Suggested timing and phasing for the improvements will be developed.

BC will evaluate the current process with an emphasis on meeting changing regulations (as identified in Phase 200) and gaining efficiency through equipment improvements and operational efficiencies. Alternatives may include both changes to process facilities and regulatory options for meeting future conditions.

BC will present and discuss the suggested alternatives and analyses with Pueblo in a workshop format to collaboratively identify the recommended alternative. Result of the workshop and alternatives analysis will be summarized in a TM following the meeting.

Task Assumptions: Model assumes that the existing process configuration stays in place through the planning horizon. Three (3) alternatives or less will be identified for consideration for the alternative analysis. This scope does not address Reg 31 impacts. One virtual meeting anticipated in this task.

Meetings:

- VM 330 - Model setups and alternatives to evaluate. 5 BC staff to attend virtually.
- WS 330 - Process model, Gap Analysis, Alternatives Evaluation: In-person, 4 key BC staff, 4-hour workshop

Deliverables:

- WS 330 - Agenda, meeting materials, and minutes
- TM 330a - Hydraulic Capacity and Needs Evaluation for Liquid Stream Processes
- TM 330b - Process Capacity, Capability, and Needs Evaluation for Solids Processes

Phase 400 – Infrastructure Renewal and Replacement

The objective of this phase is to prepare a summary of recommended improvements to satisfy the planning drivers and develop a CIP through calendar year 2034.

A cursory review of nine (9) offsite lift station facility capacities, pump age, and staff interviews to estimate remaining life and immediate concerns will be included in this analysis.

Critical process units and equipment at the WRF will be reviewed by means of preliminary visual inspection and staff interviews to ascertain their condition and need for upgrades, replacement, or rehabilitation.

Task 410: Summarize Existing Components

BC will summarize existing infrastructure including the treatment process, electrical power distribution system, SCADA system (related to the remote lift stations including telecommunications), security systems, stormwater systems, natural gas, potable water, and non-potable water systems. In advance of a site visit, BC will review existing drawings, and interview staff to collect the necessary information. Visual condition assessments will be conducted for critical process equipment as identified above. The condition assessment results will help identify a replacement schedule for critical process equipment.

Task Assumptions: This is a capital improvements review at the process level, not a total asset management effort. This summary is based on the previous Master Plan, but will include additional infrastructure updated since the previous Master Plan. A full evaluation of previous data is not included in this scope. New verified data based on information provided in Phase 200, site visits, and interviews with staff to be incorporated. A full condition assessment of the lift stations is not included in this scope. Evaluation of the collection system is not included. No confined entry involved during site visits.

Meetings:

- Site Visit 410 – Visually Assess Condition: 3 days, with 3 BC staff assumed to participate. (1 day for the plant, 2 days for the lift stations)

Deliverables:

- Site Visit meeting minutes
- TM 410 – Existing Infrastructure Components

Task 420: Evaluate Assets and Develop Capital Improvement Plan

BC will use the condition assessment results to identify capital improvement projects that will be used to update the CIP in Phase 800. Existing assets will be evaluated and categorized based on their replacement schedule and/or failure impact. A virtual meeting is included to present and confirm the analytical process to be used. Industry failure frequency data will also be presented for comparison. The outcome of this task will be an inventory of equipment analyzed, a method for analysis, and a TM detailing the results.

Task Assumptions: Lift station evaluation will be based on staff interviews, Pueblo provided data, and visual inspections / photos. Stormwater summary will be based on previous evaluations and/or completed plans and staff interviews only.

Meetings:

- VM 420 - Verify assessment approach and identify helpful additional operations information. 3 BC staff to attend virtually.
- WS 420 - Asset Evaluation and CIP: In-person, 5 key BC staff, 4-hour workshop

Deliverables:

- WS 420 - meeting agenda, meeting materials, and minutes.
- TM 420 – Conditions Assessment and Replacement Schedule Determinations.

Phase 500 – SCADA System Evaluation

This phase utilizes the existing condition assessment that was developed as part of the Treatment Plant SCADA System Upgrade Project. Staff interviews will be conducted to identify the future state of the SCADA system. The recommended planning level projects will be included in the evaluation.

Task 510: Site Assessments and Staff Interviews

This task will review the city's SCADA inventory for the remote lift stations and interview City of Pueblo staff to define the current state of the hardware and software systems employed at the wastewater treatment plant.

BC will provide a request for information to City of Pueblo staff, including a request for drawings, specifications, vendor cut sheets and other information that relates to the existing SCADA system. BC will perform virtual interviews of plant staff.

Task Assumptions:

- Scope includes a maximum of five interviews at 1 hour each.
- BC will utilize the existing condition assessment developed during the SCADA Upgrade Project.

Meetings:

- VM 510 - Verify future condition goals and discuss gaps. 3 BC staff to attend virtually.
- WS (Virtual) 510 - SCADA Existing Conditions and Recommendations, 2-hour workshop, 3 key BC staff to attend virtually.

Deliverables:

- Workshop agenda and meeting minutes
- Staff interview notes

Task 520: Gap Assessment and Planning Level Projects

Based on the information obtained from Task 510, BC will define the desired future SCADA condition based on outcomes from Phase 200 and the high-level gaps between current condition and desired

future system. BC will then define the planning level projects that need to be executed to close these gaps.

BC will facilitate two, one-hour Teams Meetings to 1) identify and confirm desired future SCADA needs defined are accurate and 2) to present recommended planning level projects. Planning level projects will include a rough order of magnitude cost and a simple project approach (what projects need to be done in a certain sequence).

Task Assumptions: Gap assessment will be limited to defining the gaps at a very high level, with high-level estimates of cost and risk. Alternatives to address the identified gaps will include 3-5 planning level projects. Recommended improvements and projects and will not include any design for implementation.

Meetings:

- VM 520a: Future needs and gaps 1-HR; 3 BC Staff to attend virtually.
- VM 520b: Recommended Projects 1-HR; 3 BC staff to attend virtually.

Deliverables:

- TM 520a – Draft SCADA Master Plan Chapter 8 SCADA Recommendations
- TM 520b – Final SCADA Master Plan Chapter 8 SCADA Recommendations

Phase 600 – Triggers and Pinch Points

The purpose of this phase is to identify potential triggers that could significantly change that condition, causing a significant impact to the resulting CIP needs such as a need for expansion of the Treatment Plant. The objective of this task is to consider what-if scenarios that may trigger different future conditions than assessed in Phase 200.

Task 610: Identify Potential Triggers

The Master Plan Update will provide high-level review of system sensitivities to changes in population and population location. BC will work with Pueblo to identify triggers and timing for potential wastewater plant impacts and expansion needs.

Task Assumptions: Scope includes evaluation of three (3) scenarios. Costs of potential expansion not included.

Meetings:

- VM 610 – Potential System Triggers; 3 BC staff to attend virtually

Deliverables:

- TM 610 – Potential System Impact Triggers

Task 620: Pinch Points Identification

Should growth occur beyond current build out projections, the system may have areas that, if addressed, could open additional capacity with relatively lower investment – referred to as pinch points. BC will work with Pueblo to identify potential pinch points in the system that, if addressed and optimized, may open additional capacity or significantly improve operations.

Meetings:

- VM 620: Pinch Points Identification and Evaluation; 3 BC Staff to attend virtually

Deliverables:

- TM 620 – Pinch Points

Task 630: Project Prioritization

BC will review with Pueblo prioritization criteria and guidelines and help develop a process for determining project prioritization based on such criteria, particularly when competing interests may interfere with project timelines and implementation. These criteria will be reviewed with Pueblo during a workshop, during which Pueblo will be able to comment on and make recommendations related to the prioritization criteria and guidelines. Upon completion of the workshop, BC will incorporate the prioritization criteria and recommendations into the Master Plan update.

Task Assumptions:

Meetings:

- WS 630 - Project Prioritization Approach. 3 BC Staff to attend in person, 2 BC Staff virtually for 4-hour workshop

Deliverables:

- Workshop agendas, meeting materials and workshop meeting minutes.
- TM 630– Project Prioritization Criteria

Phase 700 - Future Tools and Assessments

Task 710: Review Opportunities for Future Optimization, Efficiencies, and Other Benefits

Through the reviews and assessments in the above phases, BC may recommend opportunities for additional optimization, efficiencies, or benefit. These opportunities may include:

- Integrated planning: This would include reviewing other plans for their basis of design and decision-making to ensure this Master Plan Update is aligned. If design or decision-making criteria change, BC will incorporate those projects/initiatives into this Master Plan Update using current decision-making and design basis.
- Asset management: BC would evaluate existing asset management practices through previously completed work (i.e., master plans) and interviews with facility staff to understand the condition and criticality of replacement or repair of asset processes. Additionally, BC would help Pueblo identify maintenance strategies for asset base, where appropriate.
- Funding: Where possible, BC will identify funding opportunities for projects identified in the CIP, such as WIFIA, SRF, and IJJA.
- Technology and tools: Throughout BC's work on this Master Plan Update, BC will identify tools and technologies, where appropriate, to enhance system operations, regulatory compliance, preventative maintenance and/or asset management operations. Any tools or technologies identified will be recommended within the CIP and within the text of the Master Plan Update with further context (i.e., order of implementation and considerations such as needed software).

Task Assumptions: These are brief descriptions of categories that Pueblo may want to consider for potential added benefit. There are no assessments included in this section.

Meetings: None anticipated

Deliverables:

- TM 710 –Beneficial Future Assessment Recommendations

Phase 800 – Capital Improvement Plan

The purpose of this phase is to take the TMs from previous phases to produce a complete Master Plan Update document that includes prioritized list of projects, a timeline of improvements, a summary of costs, and recommendations.

Task 810: Update Capital Improvement Plan

BC will update the existing CIP with the recommended improvements based on the results of the investigations and recommended improvements. The capital improvements will be scheduled to include estimated costs for administration, planning, engineering, and construction phases of each project. This task includes preparation of the report. Following the submission of the draft CIP, a virtual meeting will be held to discuss City comments.

Task Assumptions: The CIP will be in Excel format to allow for updates. Class 5 cost estimates will be applied to recommended projects using the basis of cost estimate developed in Task 240.

Meetings:

- VM 810: Capital Improvement Plan Review. 3 BC Staff to attend virtually.

Deliverables:

- Capital Improvement Plan

Task 820: Treatment and Facility Master Plan Update Draft Report

BC will prepare a draft report utilizing the contents of the technical memoranda from the prior phases. This includes the assembly of the elements of the Draft Master Plan Update that were developed as part of previous tasks. This effort also includes QA/QC reviews and technical edits. BC will perform a readability and quality review of the draft document before submittal to Pueblo for review. The outline of the Draft Master Plan Update will be based on preliminary outline presented below:

- Executive Summary
- Chapter 1. Introduction
- Chapter 2. Planning Assumption, Goals, and Objectives
- Chapter 3. Potential Regulatory Influencers
- Chapter 4. Flow and Load Projections
- Chapter 5. Hydraulic and Process Models Assumptions and Baselines
- Chapter 6. Gap analysis for Liquid Processes and Solids Handling
- Chapter 7. Infrastructure Components and Conditions Assessment Summary
- Chapter 8. SCADA Recommendations
- Chapter 9. Potential System Impact Triggers and Pinch Points
- Chapter 10. Project Prioritization
- Chapter 11. Future Tools and Assessment Recommendations
- Chapter 12. Recommended CIP
- Appendix A. Preliminary Cost Estimates
- Appendix B. SCADA Existing Conditions Assessment

Task Assumptions: Master Plan Update Report will be based on Final TMs of previous phases and will not include new analysis.

Meetings:

- VM 820 Review of Draft Report. 5 BC staff to attend virtually.

Deliverables:

- Draft Master Plan Update Report

Task 830: Coordinate with Rates and Fees Consultant

BC will provide the City with the capital costs and timing for their use in determining rates and fees. This scope includes a meeting with Pueblo and their rates and fee consultant, Raftelis, to determine the desired information and information format.

Task Assumptions: This scope does not include rate and fee analysis or recommendations. Information provided for rates and fees will be a spreadsheet output from the CIP analysis. No additional analysis will be required.

Meetings:

- VM 830: Data needs to support rates and fee analysis. 2 BC staff to attend virtually

Deliverables:

- Rates and Fees Support Information - Excel spreadsheet in format determined in above meeting.

Task 840: Treatment and Facility Master Plan Update Final Report

BC will address and incorporate City comments on the draft report and prepare a final report. The preparation of final report will include internal quality control and assurance reviews.

Task Assumptions: This task assumes one (1) iteration of most comments is adequate as previous TMs will have been reviewed by the City. Two (2) brief meetings are included to address gaps or to refine small portions of the report.

Meetings:

- VM 840a and 840b: Clarify and address the City's comments. 2 BC staff to attend virtually.

Deliverables:

- Final Master Plan Update, including Appendices. Electronic copies and up to three (3) hard copies.

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated February 2024, Page 4

Pueblo Wastewater Master Plan																																					
		Enoch Dixon H	Keli Lambert	Mike Thorstenso	Jennifer Short	Sri Koduri	Dawn Wall	Jose Jimenez	Kevin Keil	Kirk Olds	Andrew Neuha	Lexandra Ratcl	Haley Dunn	Kayla Bauhs	Dan Goodburn	William Agster	Adriane Perry	Brandon Billing	Dan Jackson	Pusker Regmi	Ashraf Qadan	Chandler Wilson	Daniel Clayton	Erin Tracy	Jerry Simon	Lia Brune	Leo Rodgers	Marvin Llave	Samantha Kepley	Total Labor Hours	Total Labor Effort	Other Travel Expenses	Total ODCs	Total Expense Cost	Total Expense Effort	Total Effort	
100	Project Management	\$215.00	\$130.00	\$290.00	\$130.00	\$235.00	\$100.00	\$290.00	\$235.00	\$280.00	\$255.00	\$195.00	\$150.00	\$165.00	\$235.00	\$235.00	\$195.00	\$215.00	\$150.00	\$235.00	\$195.00	\$280.00	\$280.00	\$235.00	\$280.00	\$195.00	\$255.00	\$195.00	\$215.00		302	56,700	0	0	0	0	56,700
110	Project Management Planning	80	24	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	106	20,900	0	0	0	0	20,900
120	Project Controls & Reporting	54	60	2	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	134	22,330	0	0	0	0	22,330
130	Status Meetings	24	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	10,800	0	0	0	0	10,800
140	Project Closeout	10	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	2,670	0	0	0	0	2,670	
200	Planning Objectives and Inputs	28	0	0	0	66	16	12	13	12	3	40	36	48	32	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	310	63,370	295	295	295	295	63,665
210	Kickoff Workshop and Planning Objectives	20	0	0	0	28	4	10	13	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	81	18,915	295	295	295	295	19,210
220	Potential Regulatory Influencers	2	0	0	0	8	4	2	0	0	3	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	59	11,855	0	0	0	0	11,855
230	Define Planning Area, Flow and Load Projections	2	0	0	0	28	4	0	0	6	0	0	36	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	124	22,410	0	0	0	0	22,410
240	Define Bases of Cost Estimation	4	0	0	0	2	4	0	0	0	0	0	0	0	32	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46	10,190	0	0	0	0	10,190
300	Process Analysis and Alternatives Evaluation	18	0	0	0	138	16	84	68	0	0	0	220	244	24	4	92	16	24	120	0	0	0	0	0	0	0	0	0	0	1,068	211,260	320	320	320	320	211,580
310	Develop Facility Hydraulic Profile Model	0	0	0	0	6	4	0	4	0	0	0	4	0	0	0	44	6	24	0	0	0	0	0	0	0	0	0	0	0	92	16,820	0	0	0	0	16,820
320	Update Process Model	0	0	0	0	4	4	8	4	0	0	0	2	56	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	102	19,780	0	0	0	0	19,780
330	Gap Analysis for Liquid Process, Solids Handling, and Infrastructure	18	0	0	0	128	8	76	60	0	0	0	214	188	24	4	48	10	0	96	0	0	0	0	0	0	0	0	0	0	874	174,660	320	320	320	320	174,980
400	Renewal and Replacement	12	0	0	0	52	8	0	20	0	0	0	92	0	0	0	0	0	36	0	62	90	12	12	10	82	0	0	0	0	488	101,760	4,025	4,025	4,025	4,025	105,785
410	Summarize Existing Components	0	0	0	0	24	4	0	6	0	0	0	36	0	0	0	0	0	24	0	48	48	4	4	4	40	0	0	0	0	242	50,230	3,570	3,570	3,570	3,570	53,800
420	Evaluate Assets and Develop Capital Improvem	12	0	0	0	28	4	0	14	0	0	0	56	0	0	0	0	0	12	0	14	42	8	8	8	42	0	0	0	0	246	51,530	455	455	455	455	51,985
500	SCADA System Evaluation	2	0	0	0	22	8	14	10	0	0	0	40	0	24	2	0	0	0	20	0	0	0	0	0	0	54	136	0	332	69,910	0	0	0	0	69,910	
510	Site Assessment and Staff Interviews	2	0	0	0	12	4	14	6	0	0	0	12	0	0	0	0	0	0	20	0	0	0	0	0	0	10	36	0	116	25,190	0	0	0	0	25,190	
520	Gap Assessment and Planning Level Projects	0	0	0	0	10	4	0	4	0	0	0	28	0	24	2	0	0	0	0	0	0	0	0	0	0	44	100	0	216	44,720	0	0	0	0	44,720	
600	Triggers and Pinch Points	56	0	0	0	82	12	16	36	20	2	6	112	32	0	0	58	10	0	26	0	0	0	0	0	0	0	0	0	0	468	94,540	295	295	295	295	94,835
610	Identify Potential Triggers	12	0	0	0	24	4	8	20	4	2	6	30	0	0	0	6	2	0	6	0	0	0	0	0	0	0	0	0	0	124	25,950	0	0	0	0	25,950
620	Pinch Points Identification	0	0	0	0	36	4	8	16	0	0	0	60	32	0	0	52	8	0	20	0	0	0	0	0	0	0	0	0	0	236	45,780	0	0	0	0	45,780
630	Project Prioritization	44	0	0	0	22	4	0	0	16	0	0	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108	22,810	295	295	295	295	23,105
700	Future Tools and Assessments	24	0	0	0	26	4	0	0	2	0	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	156	30,870	0	0	0	0	30,870	
710	Review Opportunities for Future Optimization Efficiencies and other Benefits	24	0	0	0	26	4	0	0	2	0	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	156	30,870	0	0	0	0	30,870	
800	Capital Improvement Plan	100	0	0	0	88	16	16	0	34	0	0	98	32	0	0	0	0	60	0	0	0	0	0	0	0	8	0	452	88,480	0	0	0	0	88,480		
810	Update Capital Improvement Plan	40	0	0	0	30	4	0	0	18	0	0	38	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	154	30,390	0	0	0	0	30,390	
820	Treatment and Facility MP Update Draft	32	0	0	0	32	8	8	0	12	0	0	40	16	0	0	0	0	24	0	0	0	0	0	0	8	0	180	34,680	0	0	0	0	34,680			
830	Coordinate with Rates and Fees Consultant	6	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	4,110	0	0	0	0	4,110	
840	Final Report- Treatment and Facility MP Update	22	0	0	0	14	4	8	0	4	0	0	20	16	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	100	19,300	0	0	0	0	19,300	
GRAND TOTAL		408	88	4	18	498	80	142	147	68	5	46	642	356	80	10	150	26	120	166	62	90	12	12	10	82	54	144	56	3,576	716,890	4,935	4,935	4,935	4,935	721,825	
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.																																					

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated February 2024, Page 3

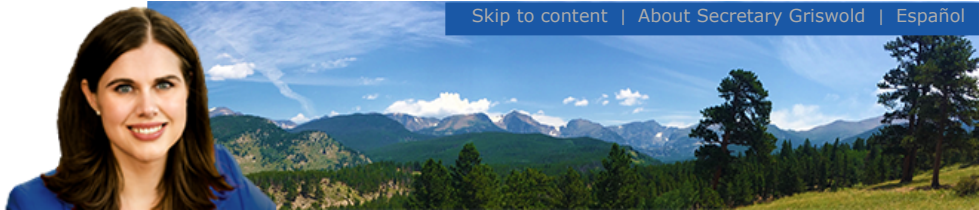
ID	Phase No	Task Name	Duration	Start	Finish	Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
0		2024 Pueblo Wastewater Treatment and Facility Master Plan Update	256 days	Mon 4/15/24	Fri 4/18/25													
1	100	Project Management	255 days	Mon 4/15/24	Fri 4/18/25													
2	200	Planning Objectives and Inputs	60 days	Mon 4/15/24	Tue 7/9/24													
3	300	Process Analysis and Alternatives Evaluation	150 days	Wed 5/1/24	Tue 12/3/24													
4	400	Renewal and Replacement	150 days	Wed 5/1/24	Tue 12/3/24													
5	500	SCADA System Evaluation	150 days	Wed 5/1/24	Tue 12/3/24													
6	600	Triggers and Pinch Points	150 days	Wed 5/1/24	Tue 12/3/24													
7	700	Future Tools and Assessments	90 days	Mon 9/30/24	Fri 2/7/25													
8	800	Capital Improvement Plan	90 days	Mon 12/9/24	Thu 4/17/25													

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)- **Requesting Update from Consultant 3/1/2024**



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Summary

Details			
Name		BROWN AND CALDWELL, INC.	
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871067502 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/27/2023 that have been posted, and by documents delivered to this office
electronically through 11/28/2023 @ 14:52:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/28/2023 @ 14:52:40 in accordance with applicable law.
This certificate is assigned Confirmation Number 15522494 .



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: Brown and Caldwell

Authorized Signature:  Title: Managing Director, CS

Printed Name: Michael J. Thorstenson Date: September 22, 2023



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 25, 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 AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT IN THE AMOUNT OF \$271,889.00 TO DEVELOP AND EXPAND TRAINING AND WORK-BASED PROGRAMS FOR RESKILLING, UPSKILLING, AND NEXT-SKILLING INDIVIDUALS AND HOUSEHOLDS ADVERSELY AFFECTED BY COVID; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. CI2329, AND BUDGETING AND APPROPRIATING \$271,889.00 TO PROJECT NO. CI2329

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$271,889.00 from the Colorado Department of Labor and Employment to develop and expand training and work-based programs in partnership with Pueblo Community College for reskilling, upskilling, and next-skilling individuals and households adversely affected by COVID. This Ordinance budgets and appropriates the grant funds to Project No. CI2329 and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council has not taken previous action.

BACKGROUND:

The City of Pueblo shall provide recruitment, eligibility determination, and enrollment for individuals who are eligible under the grant requirements when the worker or employer has been economically impacted by the COVID-19 pandemic. Participants will be individuals and households of underserved populations that were disproportionately impacted by the COVID-19 Public Health Emergency. This includes individuals who experienced household income loss or job loss since March 2020, or inability to access or continue education or training due to the impact of the COVID-19 pandemic. Target audiences include populations typically underrepresented in their industry, veterans,

youth, dislocated workers, and justice-involved individuals.

Direct delivery of classroom training will be provided on campus by Pueblo Community College (PCC). Off-campus programs will be delivered through various means, including the Mobile Learning Lab. The programs have been designed to serve the community in the most practical and economically efficient manner possible.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Accepting this grant will bring additional funding to the community for professional improvement and skill-building to disadvantaged individuals and workers in the community. The City will manage the grant and Pueblo Community College will deliver the training and skill-building on campus and off-campus through PCC's mobile learning lab.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the grant will not be accepted.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDLE.Grant.CTGG1 KARA 2023-4054.271889.ProjectCI2329_ (002)
2. PCC subreipient agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT IN THE AMOUNT OF \$271,889.00 TO DEVELOP AND EXPAND TRAINING AND WORK-BASED PROGRAMS FOR RESKILLING, UPSKILLING, AND NEXT-SKILLING INDIVIDUALS AND HOUSEHOLDS ADVERSELY AFFECTED BY COVID; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. CI2329, AND BUDGETING AND APPROPRIATING \$271,889.00 TO PROJECT NO. CI2329

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

SECTION 1.

Grant Agreement Number CTGG1 KARA 2023-4054 dated November 1, 2023 ("Agreement") between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Labor and Employment to develop training and work-based skill building programs, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

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

SECTION 3.

Project No. CI2329 is hereby established.

SECTION 4.

Funds in the amount of \$271,889.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2329.

SECTION 5.

The Mayor is hereby authorized to execute a subrecipient agreement to Pueblo Community College to deliver services and training identified in the grant application. The agreement, approved as to form by the City Attorney, shall be in an amount not to exceed two hundred, seventy-one thousand, eight hundred and eighty-nine dollars (\$271,889.00).

SECTION 6.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to effectuate the transactions described therein.

SECTION 7.

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

Council.

Action by City Council:

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

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

COVER PAGE

Page 352 of 659

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

SIGNATURE PAGE**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

GRANTEE City of Pueblo <u>Nicholas Gradisar</u> By: Nicholas Gradisar, Mayor Date: <u>10/26/2023</u>	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Labor and Employment Joe Barela, Executive Director <u>Kelly Folks</u> By: Kelly Folks, Director Division of Employment and Training Date: <u>11/1/2023</u>
2nd State or Grantee Signature if Needed <u>N/A</u> By: Name & Title of Person Signing for Signatory Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General By: <u>N/A</u> Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD <u>Kelly Folks</u> By: Kelly Smith-Biesemeyer, State Controller Delegate Effective Date: <u>11/1/2023</u>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the first page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Budget”** means the budget for the Work described in Exhibit B.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Intergovernmental Grant Agreement.
- F. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- G. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Intergovernmental Grant Agreement.
- H. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement
- J. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- K. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Intergovernmental Grant Agreement”** means this Agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. **“PII”** shall also mean **“personal identifying information”** as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Recipient”** means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- DD. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State. The change shall not modify the total maximum amount of this Intergovernmental Grant Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of five years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and

exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include,

but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit ___ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit ___ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion,

that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

M. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

EXHIBIT A, STATEMENT OF WORK

The Colorado Department of Labor/Colorado Rural Workforce Consortium has awarded the City of Pueblo \$271,889.00 to provide services to unemployed or underemployed persons. Strategies will include developing or expanding training and work-based programs for reskilling, upskilling and next-skilling individuals. Quality education and training for in-demand skills will be provided in partnership with Pueblo Workforce Centers, Pueblo Community College, corporate partners, and Non-Profit Organizations (NPOs). In the last category is Children First, a local NPO championing the lack of quality childcare in the community.

1. Overview:

The City of Pueblo shall provide recruitment, eligibility determination, and enrollment for individuals who are eligible when the workers that have been negatively impacted or economically harmed by the COVID-19 pandemic. To be eligible for assistance, participants 16 years or older, must be unemployed or underemployed, and who are in an impacted or disproportionately impacted class as a result of the COVID-19 Public Health Emergency. This includes individuals who experienced household income loss or job loss since March 2020, or inability to access or continue education or training due to the COVID-19 pandemic. Target audiences include populations typically underrepresented in their industry, veterans, youth, dislocated workers, and justice-involved individuals. Participant eligibility may be self-attested as a last resort however the reason must be documented.

Direct delivery of class-room training will be provided by Pueblo Community College (PCC), a public, non denominational, coeducational, two-year institution currently operating on the semester system. PCC is accredited by the Higher Learning Commission. Off-campus programs have been designed to serve the college-area communities in the most practical and economically efficient manner possible.

The *Colorado Talent Pipeline Report* shows this year's Top Jobs in the State with the highest number of recent job postings. Their Top Jobs list is woven together with Pueblo employers' needs and these are the occupational areas we will focus on:

- Heavy and Tractor-Trailer Truck Drivers
- Registered Nurses and nursing support
- Construction
- A Berkshire Hathaway subsidiary, Clayton Homes builds one- and two-story modular and manufactured houses and other buildings that range in price from \$20,000 to more than \$130,000
- Steel Work
- Manufacturing .

- Retail Trade (self-explanatory, city-wide)
- Administrative and Support (self-explanatory, city-wide)

2. Background/General Information

On June 23, 2021, Colorado House Bill 21-1264 was signed into law by Governor Jared Polis. The bill appropriated \$75 million in federal State and Local Fiscal Recovery Funds from the American Rescue Plan to support talent development. This includes \$60 million to the Colorado Workforce Development Council to invest in programs and grants that support training for the unemployed and underemployed during times of substantial unemployment.

Colorado's unemployment rate remains higher than pre-COVID levels, and the impacts of low-quality jobs and demands for skilled workers create stress within the labor market. The 2020 Colorado Talent Pipeline Report highlights impacts of the pandemic, top jobs and in-demand credentials, and discusses the plan for recovery in 2021. The execution of all workforce-related legislation from the 2021 session will build on the data in the Talent Pipeline Report and work to achieve the overarching goals of the state and local areas to support Coloradans.

Contact information:

The agency point of contact is:

David Griffin

David.griffin@state.co.us

303-503-2739

City of Pueblo

Laura Solano, Chief of Staff

Lsolano@pueblo.us

719-553-2609

3. Grant Objectives/Outcomes

The objective of this grant is to provide services and occupational training for approximately 225 eligible individuals. Much of the upskilling, reskilling and next skilling will take place on a PCC campus. Some eligible individuals will obtain upskilling, reskilling, and next skilling on a jobsite and delivered by a corporate educator at their expense. Their reward is the potential of recruiting and retaining their workforce.

Financial assistance for childcare for learners covered in this proposal will be paid at 100% during the times s/he is learning whether on campus or on a job site. The learning experience is meant to be a conduit to employment; when a learner changes from a trainee to an employee, their childcare costs will be covered 100% in the first month of employment, 50% in the second month of employment, and 25% in the third month of employment. This staggered deceleration of financial assistance will give the employee time to budget appropriately into his/her new employment role.

Childcare assistance will be provided and one option to learners who have no adequate childcare – Children First will help them secure childcare and pay for it. Some learners may already have quality childcare, and their stipend will help pay for care in the facility they have already chosen so that the child does not need to be uprooted to a different facility – this includes family or friends who are caring for their child. PCC Corporate College already has this system of childcare assistance in place and is administered smoothly. It is notable that they have agreements in place for occasional/part-time placement suitable for learners studying/training a few days or hours each week; full time placement 5-7 days/work; and evening and weekend placement.

Pueblo Transit will provide passes for public transportation free of charge to learners. The city subsidizes corporate sponsored van pools to assist employees riding to and from work an average of three or more days a week and with a round trip of more than 15 miles for the commute. Vanpools serve all three of Pueblo's industrial parks. A portion of this CDLE budget will cover an employee's share of the ride while s/he attends their OJT, 50% of rides during their first month of employment, and 25% of their rides during their third month of employment.

- Enrollment Goals:

Enroll up to 225 individuals who reside in Pueblo City or County into occupational training.

Provide books, fees, equipment, lab fees for up to 225 trainees

Enroll up to 50 into digital equity courses

Provide books, fees, equipment, lab fees for up to 50 digital equity trainees

4. Grantee Responsibilities

- A. Recruit Pueblo County citizens who were negatively economically impacted by the pandemic are unemployed, underemployed, or live in eligible qualified census tracts.
- B. Determine grant-related eligibility for each applicant and conduct a duplication of benefits assessment for each eligible individual to ensure no duplication of benefits are made. The Pueblo Community College Financial Aid Handbook outlines that Federal Student Aid is only available for Title IV eligible programs. Non-credit classes such as those provided under this grant are not eligible for Title IV aid.
- C. Subrecipient will work directly with Pueblo Community College Financial Aid Office and other training providers to ensure participants are not receiving the same benefits from any other source of funds"
- D. Enter all required applicant data into Connecting Colorado System, to include but not limited to: First and Last Name, Address, County, DOB, Highest level of education, race/ethnicity (multiple can be selected), sex (must be M or F - the system currently does not include options for non-binary identities, so whatever participant is comfortable selecting), and employment status. Also required: if participant is homeless, receiving SNAP or TANF, lives in a Qualified Census Tract (may need to look up address [here](#)), and if the participant signed a COVID-impact self attestation form.
- E. Shall adhere to CRWC defined procedures and utilize developed forms, such as:

- 1) Formal/Occupational Training

- a. Roles of the sub recipient/grantee
 - 1. Utilize the SI-Training Payment Agreement, see attached for reference, when invoicing training costs.
 - 2. Submit SI-Training Payment Agreement with supporting documentation from the training vendor.
- b. Roles of the Training Provider
 - 1. Utilize the SI-ITA Individual Training Account or Classroom Based Training Payment Agreement
 - 2. Provide each enrolled participant a schedule of training.
 - 3. Notify the Subrecipient if participant drops course and/or credentials for participants who complete training.
- c. Roles of the participant
 - 1. Participant will adhere to training schedule set by training provider
 - 2. Participant will sign all required documents for program enrollment and completion
 - 3. Participant will sign upon receipt of supportive services

2) Supportive Services

- a. Roles of the sub recipient
 - 1. Provide the Participant Payment Request Supportive Services to the training provider or in the case the sub recipient is purchasing the supportive service they will utilize the Participant Payment Request Supportive Services.
 - 2. Pay vendor based on the completed Payment Request Supportive Services form along with backup documentation for purchase.
 - 3. All purchases must have receipt accompanying the form
 - 4. If gasoline is purchased must include proof of insurance, MapQuest to worksite/training site, mileage will be reimbursed by the mile at the current state per mile reimbursement rate.
- b. Roles of the training provider or vendor
 - 1. Utilize the Participant Payment Request Supportive Services when purchasing supportive Subrecipient shall adhere to State and Consortium policies relative to adequate internal controls and gift cards when providing bus passes and gas cards to participants

2. services for Innovation participants.
3. Submit Payment Request Supportive Services form along with backup documentation for purchase.
 - a. All purchases must have receipt accompanying the form
 - b. If gasoline is purchased must include proof of insurance, MapQuest to worksite/training site, mileage will be reimbursed by the mile at the current state per mile reimbursement rate.

c. Roles of the participant

1. Participant will adhere to training schedule set by training provider
2. Participant will sign all required documents for program enrollment and completion
3. Participant will sign upon receipt of supportive services

E. Subrecipient shall adhere to State and Consortium policies relative to adequate internal controls and gift cards when providing bus passes to participants

F. Maintain financial records for all allowable costs

G. Request reimbursement for actual expenses, providing all necessary documentation

5. CRWC Responsibilities

- A. Review and approve submitted reimbursement requests for allowable costs
- B. Request reimbursement payment from accounts payable within a timely manner
- C. Provide Connecting Colorado system data entry requirement training to Grantee
- D. Provide student enrollment and expenditure data to the Colorado Workforce Development Council
- E. CRWC will provide training to Grantee regarding all appropriate participant eligibility documentation and how to enter this documentation and data entry requirements into the State's data capture system, Connecting Colorado.
- F. CRWC will provide access to Connecting Colorado once Grantee has completed and submitted the required request form for each individual who will be entering data and uploading documents into Connecting Colorado
- G. CRWC will monitor the sub recipient/grantee on an annual basis at a minimum

6. Additional Reporting and Monitoring

- A. Grantee shall provide a quarterly enrollment report of individuals who are eligible under this grant.

Reporting Period	Report Due Date
October 1, 2023 to December 31, 2023	January 5, 2024
January 1, 2024 to March 31, 2024	April 5, 2024
April 1, 2024 to June 30, 2024	July 5, 2024
July 1, 2024 to September 30, 2024	October 5, 2024
October 1, 2024 to December 31, 2024	January 5, 2025

- B. Grantee participant files and financial records will be monitored on an annual basis at a minimum. Participant files monitoring will include participant eligibility determinations and supporting documentation entered into Connecting Colorado.

7. Payments and Reimbursement Requests

- A. This is a cost reimbursement grant. Reimbursements to Grantee shall be made in accordance with the provisions of §5 of the Grant Agreement and Exhibit A, §7.
- B. Grantee/sub recipient shall submit monthly reimbursement requests that detail expenses with justification based on the approved budget by the 5th of the month following the month of expenditures. The reimbursement requests should clearly detail the actual approved costs related to the grant incurred during the time since the last reimbursement request was submitted. If there have been no incurred expenses for a given month, then a reimbursement request is not required for that month.
- C. Reimbursement requests must include an expenditure report, typically generated from financial tracking software, to include, where appropriate and relevant: time sheets/timcards, staff/employee time allocation forms, payroll reports from “official” payroll system or system of record, proof of purchases, itemized receipts, detailed account of all related expenses, related grant project objective & date of expenditure, or any other documentation that CRWC shall request in its sole discretion. Such

supporting documentation shall be considered part of the Grantee Records and shall be kept for the duration of the Record Retention Period as set forth in §7 of this Agreement.

- D. Reimbursement Requests shall be submitted via the distributed form to David Griffin, david.griffin@state.co.us for review. If CRWC staff approves the request, it will submit it to CDLE Controller's/Finance Office for review, approval, and payment.

8. Budget and Narrative

8.1 Budget

FUNDING REQUEST	
Colorado Department of Labor and Employment	\$271,889
Total Funding	\$271,889
EXPENSE BUDGET	
Training, reskilling, upskilling and next-skilling (custom)	
Tuition (includes faculty and indirect costs) (225ppl@ an average of \$600ea)	\$135,000
Books, fees, equipment, lab fees (225ppl@ an average of \$180ea)	\$40,500
work-site programs (OJT)	\$0
Career counseling (direct costs are included in PCC's budget)	\$0
Transportation assistance (public transportation bus or van pool)	\$3,000
Digital Equity Classes: Supplemental training for contemporary digital skills for 50 learners	
Tuition (includes faculty and indirect costs) (50ppl@\$40ea)	\$2,000
Books, fees, equipment, lab fees (50ppl@\$10ea)	\$500
Childcare Support	
Childcare stipends for part time learners	\$55,889
Childcare stipends for full time employees	\$35,000
Total Expense	\$271,889

8.2 Narrative

Occupational Skills Tuition = \$135,000.00

Pueblo Corroborate College, as a part of Pueblo Community College, continues to leverage funding from Pueblo County government, the Higher Education Emergency Relief Fund (HEERF) and other donors for student financial aid. This CDLE funding will allow for increased service to approximately 225 learners and many area companies to keep up with demand. 225 individuals X \$600.00 average for each = \$135,000.00

Books, equipment, lab fees = \$40,500.00

Much of the upskilling, reskilling and next skilling will take place on a PCC campus. The balance will take place on a job-site and delivered by a corporate educator at their expense. Their reward is the potential of recruiting and retaining their workforce. 225 X \$180.00 average for each = \$40,500.00

Transportation = \$3,000.00

Pueblo Transit will provide passes for public transportation free of charge to learners who live more than 15 miles from their training. 100 X \$30.00 each = \$3,000.00. Providing bus passes will be distributed per Office of State Controller's Office's guidelines.

Digital Equity Classes Tuition = \$2,000.00

Digital literacy classes for 50 individuals identified who will benefit from digital literacy training. 50 individuals X \$40.00 each = \$2,000.00

Books, fees, lab fees for digital literacy = \$500.00

Fees, books, lab fees needed in order to attend and succeed in digital literacy classes. 50 individuals X \$10.00 each = \$500.00

Childcare Support = \$90,889.00

Childcare assistance will be provided in the form of stipends to learners. The greatest benefit will be to learners who have no adequate childcare – It is notable that they have agreements in place for occasional/part-time placement suitable for learners studying/training a few days or hours each week; full time placement 5-7 days/work; and evening and weekend placement.

Childcare stipends for part-time learners = \$55,889.00

Childcare stipends for full-time learners = \$35,000.00

No administrative/indirect costs have been requested in this proposal. All agencies involved will absorb indirect costs to fulfill their missions.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Agreement
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	Agreement Performance Beginning Date Month Day, Year
Total for All State Fiscal Years \$0.00	Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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EXHIBIT C, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
NEK0202	Workforce Innovation Acct Program	2.10: Assistance to Unemployed or underemployed Workers	\$271,889.00
Total			\$271,889.00

2. BUDGET BY FUNCTION

N/A

3. EXPENDITURE CATEGORY MODIFICATIONS

- 3.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
- 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds report" available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served

- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage

- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient Unique Entity ID;
- 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity IDas registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
 - 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name Colorado Department of Labor and Employment

Authorized Representative: Kelly Folks

Title: Employment and Training Division Director

Signature: Kelly Folks

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as

10. provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably

believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such

discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT F, SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

Exhibit G – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:		Grant Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

Date

State Agency Grant Manager

Date

EXHIBIT H-PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Kelly Folks, on behalf of Colorado Department of Labor and Employment (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature:

Kelly Folks

Printed Name:

Kelly Folks

Title:

Employment and Training Division Director

Date:

11/1/2023

AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)
(Non-profit entity)

THIS AGREEMENT (“Agreement”) is made and entered into this 8th day of April 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and **Pueblo Corporate College of Pueblo Community College**, with an address of **900 W Orman Ave, Pueblo, Colorado 81004**, hereinafter referred to as the “Subrecipient” for **PCC Corporate College Program**.

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 duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado; (iii) 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” hereto; and (iv) 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 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.

(c) The aggregate of all payments made hereunder shall not exceed **Two Hundred Sixty-Six Thousand Three Hundred Eighty Nine and 00/100 Dollars (U.S. \$266,389.00)**.

(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 Part 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

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 three 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:

1. **First Quarter:** April 15, 2024
2. **Second Quarter:** July 15, 2024
3. **Third Quarter:** October 15, 2024
4. **Fourth Quarter:** January 15, 2025
5. **Close-out Report:** February 15, 2025

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. 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" hereto, which are hereby made a part of this Agreement. 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 Housing and Citizen Services 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" 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, 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 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]

SUBRECIPIENT:
PCC, Pueblo Corporate College

ATTEST:

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____

EXHIBIT A SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering Coronavirus State and Local Fiscal Recovery Funds to provide services to unemployed or underemployed persons. To be eligible these individuals will have been negatively impacted or economically harmed by the COVID-19 pandemic. Participants must be 16 years or older, must be unemployed or underemployed, and who are in an impacted or disproportionately impacted class as a result of the COVID-19 Public Health Emergency. This includes individuals who experienced household income loss or job loss since March 2020, or inability to access or continue education or training due to the COVID-19 pandemic. Participant eligibility may be self-attested as a last resort however the reason must be documented. Strategies will include developing or expanding training and work-based programs for reskilling, upskilling and next skilling individuals. Quality education and training for in-demand skills will be provided. 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 goals of the Subrecipient's efforts under this Agreement will be as follows:

1. Subrecipient will provide direct delivery of classroom training in non-credit courses. Provide books, fees, equipment, and lab fees.
2. The occupational areas of focus are:
 - a. Heavy and Tractor-Trailer Truck Drivers
 - b. Registered Nurses and nursing support
 - c. Construction
 - d. Steel Work
 - e. Manufacturing
 - f. Retail Trade (self-explanatory, city wide)
 - g. Administrative and Support (self-explanatory, city wide)
3. Subrecipient objective is to provide services and occupations training for approximately 225 eligible individuals. Some eligible individuals will obtain upskilling, reskilling and next skilling on a jobsite and delivered by a corporate educator at their expense.
4. Financial assistance for childcare for learners will be paid at 100% during the times s/he is learning whether on campus or on job site.

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.

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:

• Tuition, training, reskilling, upskilling, next skilling. (includes faculty and indirect costs)	\$135,000.00
• Books, Fees, equipment, lab fees	\$ 40,500.00
• Childcare stipends for learners employed part time or less	\$ 55,889.00
• Childcare stipends for learners employed full time	\$ 35,000.00
Total	\$266,389.00

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 three 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)];
- (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).

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

Name

Address

Address

Social Security Number

Social Security Number

(If more than two, please attach a supplemental list)

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

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

Signed _____, 20 ____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

ADDITIONAL REPORTING REQUIREMENTS

You must submit the following forms and/or information with your signed contract(s).

- A. Board of Directors Roster;
- B. Staff Roster;
- C. Budget.

You must submit the following forms and information with each request for disbursement of funds.

- A. Request for reimbursement form;
- B. Student application and documentation of the negative COVID impact
- C. Copies of canceled checks;
- D. Copies of invoices or receipts;
- E. Signed payroll sheets;
- F. Demographic information of clients served;
- G. Any other report or information as required by the grantor or federal agency.

Requests for disbursements of funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to the agency.

Executive Director



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 25, 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 ACCOUNT CI2428 - FABRICATE AND INSTALL NEW SIGNAGE FOR MLK BYPASS, TRANSFERRING \$40,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND, AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$40,000 TO PROJECT ACCOUNT CI2428

SUMMARY:

This Ordinance establishes Project Account CI2428 - Fabricate and Install New Signage for MLK Bypass, transfers \$40,000.00 from the unappropriated fund balance of the General Fund, and budgets and appropriates total funds in the amount of \$40,000.00 into the newly-created project account.

PREVIOUS COUNCIL ACTION

The City Council approved Ordinance No. 10630 on January 10, 2024, approving the renaming of the U.S. Highway 50 Bypass to "Dr. Martin Luther King Jr. Bypass".

BACKGROUND:

This project will include the fabrication and installation of six street name signs to be installed by the City along US-50B at Hudson/Bonforte, Norwood, and Troy. The project will also fabricate and install two supplemental signs designating the highway as "Dr. Martin Luther King Jr. Bypass" between I-25 and the junction with CO-47/CO-96.

As part of its I-25/US-50B interchange replacement project, CDOT will be replacing the existing highway signage on I-25. The new signage to be installed will refer to US-50B by its new name. That project is expected to start this year.

The proposed Dr. Martin Luther King Jr. bypass is a prominent I-25 interchange within the City and is a gateway for motorists traveling into Pueblo from the east. This section of highway, which has over 10,000 vehicle trips per day, is utilized by motorists

traveling to the Pueblo Memorial Airport and the Pueblo Memorial Airport Industrial Park.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$40,000.00 will be transferred from the unappropriated fund balance of the General Fund and budgeted and appropriated into the newly-created project account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will prevent the City from installing the signage

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2428 -
FABRICATE AND INSTALL NEW SIGNAGE FOR MLK BYPASS,
TRANSFERRING \$40,000 FROM THE UNAPPROPRIATED
FUND BALANCE OF THE GENERAL FUND, AND BUDGETING
AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF
\$40,000 TO PROJECT ACCOUNT CI2428

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

SECTION 1.

The Fabricate and Install New Signage for MLK Bypass project, CI2428, is hereby established.

SECTION 2.

Funds in the amount of \$40,000.00 are hereby transferred from the unappropriated fund balance of the General Fund and budgeted and appropriated into the Fabricate and Install New Signage for MLK Bypass project account CI2428.

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 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 25, 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 A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO MUNICIPAL CORPORATION, AND PROFESSIONAL BULL RIDERS, INC., A COLORADO CORPORATION, REGARDING THE LEASE OF APPROXIMATELY 5,778 SQUARE FEET OF ADMINISTRATIVE OFFICE SPACE IN THE BUILDING LOCATED AT 101 W. RIVERWALK PLACE, PUEBLO, CO 81003 TO HOUSE THE CITY'S LAW DEPARTMENT

SUMMARY:

An Ordinance approves a lease agreement between the City of Pueblo and Pueblo Bull Riders, Inc. in which the City will lease approximately 5,778 SF of administrative office space in the PBR Building located at 101 W. Riverwalk Place, Pueblo, CO 81003.

PREVIOUS COUNCIL ACTION:

City Council approved Resolution No. 15543 on March 11, 2024 which established Project No. CI2426, City Council and Department Relocation Project and budgeted and appropriated funding for the project, including funding for the lease of additional office space to house the Law Department.

BACKGROUND:

City Council has requested the dedication of office space for its members as well as any staff that may be assigned to assist Council in the future. Concurrently, there is an immediate need to provide additional office space for the Law Department which will see an increase in the number of employees in the coming months. By leasing new offices for the Law Department and moving their staff into a larger area, their existing offices can be converted into office space for City Council members and staff. This will meet the immediate need for office space for both the Law Department and City Council.

FINANCIAL IMPLICATIONS:

The initial term of the lease is for one year, unless terminated earlier, and the City will pay a rate of \$12 per square foot plus its pro rata share of costs for common building operation, maintenance, and management expenses. Though it is anticipated that the lease will terminate during the initial term, the lease also includes provisions for up to three one-year extensions. The lease provides for a 2.5% annual increase in rent each year.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will prevent the City from entering into the proposed lease agreement with PBR.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. City Lease - PBR Building - DRAFT (240312)

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO MUNICIPAL CORPORATION, AND PROFESSIONAL BULL RIDERS, INC., A COLORADO CORPORATION, REGARDING THE LEASE OF APPROXIMATELY 5,778 SQUARE FEET OF ADMINISTRATIVE OFFICE SPACE IN THE BUILDING LOCATED AT 101 W. RIVERWALK PLACE, PUEBLO, CO 81003 TO HOUSE THE CITY'S LAW DEPARTMENT

WHEREAS, the City desires to lease additional administrative office space to facilitate the relocation of the City's Law Department from its current offices in City Hall; and

WHEREAS, Professional Bullriders, Inc. currently has surplus administrative space available in its facility located at 101 W. Riverwalk Place, Pueblo, CO, 81003, and desires to enter into a lease agreement with the City;

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

SECTION 1.

The Lease Agreement ("Agreement") between the City of Pueblo, a Colorado municipal corporation ("City"), and Professional Bull Riders, Inc., a Colorado corporation ("PBR"), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

LEASE

This Lease is made as of this _____ day of _____, 2024, by and between City of Pueblo, a Colorado municipal corporation ("Tenant") and Professional Bull Riders, Inc., a Colorado corporation ("Landlord").

ARTICLE 1 BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Agreement will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Building: 101 W. Riverwalk Place, Pueblo, CO, 81003

1.2. Leased Premises: Approx. 5,778 rentable square feet (RSF) located in the Building

1.3. Term: Initial term: 12 months
Extended term: Three 12-month renewal options

1.4. Commencement date: May 1, 2024

1.5. Base rent: \$12 per square foot per year subject to annual increase and payment of pro rata share of Operating Expenses as specified in Article 4 of this Lease.

1.6. Renewal option: Tenant only upon written notice 90 days prior to termination date

1.7. Tenant improvements: Tenant shall be allowed to install improvements incidental to its use of the facility for the purposes described herein and as specified in Article 6 of this Lease.

1.8. Landlord address:

Professional Bull Riders, Inc.
101 W. Riverwalk Place
Pueblo, CO 81003
719-XXX-XXXX

1.9. Landlord's property management representative:

Chief Financial Officer
101 W. Riverwalk Place
Pueblo, CO 81003
719-XXX-XXXX

1.10. Tenant address:

Mayor's Office
1 City Hall Place
Pueblo, CO 81003
Phone: (719) 553-2655

1.12. Tenant's property management representative:

Director of Public Works
211 E. D Street
Pueblo, CO 81003
Phone: (719) 553-2295

ARTICLE 2 LEASE OF PREMISES

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises of approximately 5,778 rentable square feet ("RSF"), which includes approximately 112 square feet of space to be jointly shared by Landlord and Tenant, located in the Building (the "Leased Premises") together with all appurtenances, furnishings, fixtures, and equipment, except as otherwise specified herein. The Leased Premises are located in the following sections of the Building: the portion of the fourth floor on the southeast end of the building along with additional offices and shared network room as shown in the attached Exhibit A – Leased Premises, which is hereby referenced and incorporated herein. Notwithstanding anything to the contrary contained in this Agreement, neither the size nor location of the Leased Premises may be modified during the Term unless agreed to in writing by both parties.

2.2. Right of First Refusal. During the Term of the Lease, Tenant shall have an ongoing Right of First Refusal to any unleased space adjacent and contiguous to the Leased Premises.

2.3 Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to Leased Premises, loading areas, pedestrian sidewalks, restrooms, and other areas or facilities which are in the Building which are public in nature.

ARTICLE 3 TERM

3.1. Commencement Date; Term. This Lease shall have a one (1)-year term ("Term"). The Lease Term begins on May 1, 2024 (the "Commencement Date") and terminates on April 30, 2025 (the "Termination Date") unless terminated earlier as specified herein.

3.2. Options. Provided Tenant is in full compliance with terms and conditions of this Lease, Tenant may extend the Term for an Extended Term as follows. Tenant may unilaterally exercise up to three (3), one (1)-year renewal options by providing 90 days prior notice to the Landlord. Except for the annual rent increases specified in Section 4.1 of this Lease, the terms and conditions of this Lease will remain unchanged for the renewal options.

3.3. Termination Without Cause Option: Tenant shall have the continuing option to cancel this Lease, as it pertains to all, or any portion of the Leased Premises, for any reason whatsoever, by providing Landlord sixty (60) days prior written notice which shall specify the termination date and the portion of the Leased Premises being vacated.

3.4. Termination upon Tenant's Purchase of Building: This lease shall automatically terminate upon the Tenant's purchase of the Building. In such case, rents due shall be prorated to the effective date of transfer closing and the balance of any excess rent paid by Tenant or due to Landlord upon the closing date shall be settled as part of the purchase transaction at closing.

ARTICLE 4 RENT AND ADDITIONAL CHARGES

4.1. Base Rent. Tenant's base rent for the Term of this Lease is twelve dollars (\$12.00) per square foot per year. The monthly Base Rent payable shall be adjusted annually by an increase of 2.5%, effective on the anniversary of the Commencement Date.

4.2. Tenant's Obligation to Pay a Pro Rata Portion of the Operating Expenses of the Building. Commencing on the Commencement Date, and on the first day of each month thereafter during the Term of this Lease, as an additional charge, Tenant must pay to Landlord Tenant's estimated pro rata share of the Building's estimated Operating Expenses for the current calendar year, based upon the actual Operating Expenses for the prior calendar year. On or before May 1 of each year during the Term of this Lease, beginning with the Commencement Date, Landlord shall provide Tenant with documentation which demonstrates the Building's actual Operating Expense for the prior calendar year, along with a calculation of the difference between Tenant's estimated pro rata Operating Expense payments for such calendar year and the Tenant's actual pro rata share of the Operating Expense for that calendar year. In the event of an underpayment, Tenant shall pay the difference to Landlord or Landlord shall refund the overpayment to Tenant. Notwithstanding the foregoing, if Landlord does not supply said documentation within one hundred eighty (180) days after the end of each calendar year, Landlord shall have forfeited its opportunity to seek reimbursement from Tenant for any underpayment such documentation subsequently reveals, however such limitation does not act to waive Landlord's duty to supply Tenant with said documentation within a reasonable time thereafter. In addition, Tenant shall have the right, at its own cost to audit Landlord's records of Operating Expenses within forty-five (45) days of receipt of said documentation and shall recover a reimbursement for any expenses improperly accounted for and included in Operating Expenses. In the event such audit reveals discrepancies which in the aggregate amount to more than ten percent (10%) different than that

previously reported by Landlord, then Landlord shall reimburse Tenant for all reasonable costs associated with conducting said audit.

4.3. Operating expenses: Tenant shall pay its pro rata share of the following Operating Expense items:

- Maintenance and Management of the Building
- Building Utilities
- Repair of Building
- Building Insurance
- Building Fire Systems

4.4. Operating expenses formula: Tenant shall pay its pro rata share of the Operating Expenses for the Building according to the following formula: rentable square footage (“RSF”) leased by the Tenant divided by 31,130 square feet (net rentable area in the Landlord-owned portion of the Building) times total Operating Expenses.

4.5. Landlord’s Tax Obligations. Landlord shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid as part of the Building’s Operating Expenses. Landlord’s own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

ARTICLE 5

USE

5.1. Use. Tenant may use the Leased Premises for general, executive, service, and administrative office purposes, including as a municipal offices and including any uses incidental to any of the foregoing. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Tenant Access. Tenants reserve for themselves and their contractors the right to access the Leased Premises and Common Areas at all times and Landlord shall issue proximity badges and keys required for access at no additional cost to Tenant. Tenant shall escort any unbadged employees or visitors to/from the Leased Premises. Tenant shall provide Landlord with a list of employees and contractors who will require access badges.

5.3 Landlord Access. Landlord and its agents, contractors, and representatives (“Landlord’s Agents”) shall be permitted to enter upon the Property upon not less than two (2) days prior written notice, during normal business hours, to examine the condition thereof (subject to the rights of tenants and other occupants), provided that Landlord and Landlord’s Agents shall use commercially reasonable efforts to prevent any interruption of the conduct of business at the Property; and further provided that a representative of Tenant may accompany Landlord and Landlord’s Agents on any such entry. In case of emergency, Landlord’s Agents may enter upon the Property with such prior notice to Tenant as is reasonable under the circumstances.

5.4 Parking. Tenant shall be allowed to utilize parking spaces in the parking lot on the north side of the building as parking for visitors, employees, and City vehicles at no additional cost.

5.5. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building. During the Term of this Lease, Landlord shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Building.

ARTICLE 6 ALTERATIONS AND SIGNS

6.1. Tenant's Alterations. Alterations, installations, improvements, additions, or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.1.1. Network cables and equipment. Tenant shall be allowed to install improvements to the Building and the Leased Premises as may be required to extend its telecommunication networks into the Leased Premises. Landlord agrees to allow Tenant's use of existing cabling, conduits, and existing physical pathways, including equipment racks and the rooms or spaces they occupy, to facilitate installation of Tenant's networks. Tenant shall bear all costs for installation, operation, and maintenance of its network at its sole expense and shall restore any areas disturbed by the associated installation work.

6.1.2. Keys and locks. Landlord shall provide keys and access cards, as applicable, for each lockset on doors which provide access to the Leased Premises, any lockable doors located therein, and to Common Areas for use by its employees. Tenant shall be permitted to install additional locks or other access control devices in the Leased Premises. Unless this Lease is terminated under the provisions of Section 3.4, Tenant shall surrender to Landlord all keys and/or access cards to any locks on doors entering or within the Leased Premises upon termination.

6.1.3. Furniture, fixtures, and equipment. Except for computer network equipment and racks within the shared network room which shall be shared according to Section 6.1.1 of this Lease, Landlord shall provide all existing furniture, fixtures, and equipment located within the Leased Premises for exclusive use by Tenant during the Term of this Lease at no additional cost to Tenant. Said furnishings, fixtures, and equipment shall remain the property of the Landlord. Tenant shall also be allowed to install its own furniture, fixtures, and equipment within the Leased Premises.

6.1.4. Signage. Signs indicating the location of the Tenant's offices within the Leased Premises may be installed on the interior and exterior of the building. Any such signs are subject to the provisions of Section 6.2 of this Lease. The cost to fabricate, install, and maintain said signs shall be borne by the Tenant at its sole expense. The size, location, color, and design of

any sign placed by the Tenant on or in the Building outside of the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed.

6.2 Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.3. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

7.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2 Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.3 Landlord's Insurance.

7.3.1. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including the Common Areas. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

7.3.2 Property Insurance. Landlord must maintain “all-risk” property insurance covering the Building against loss or damage resulting from fire or other insurable loss.

7.4. Tenant’s Insurance.

7.4.1. Liability Insurance. During the Term, Tenant must maintain insurance covering Tenant’s liability for occupation and use of the Leased Premises and the Building, including the Common Areas. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$250,000 with respect to property damage arising out of any one occurrence.

7.4.2. Worker’s Compensation Insurance. Tenant and Landlord shall each independently maintain and keep in force separate all employee compensation insurance policies as required under the laws of the State of Colorado.

7.5. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required.

7.6 Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any such loss, to the extent such loss is covered by such parties’ policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys’ fees, resulting from the failure to obtain such waivers of subrogation.

ARTICLE 8 ASSIGNMENT

8.1. Internal Assignments. Notwithstanding anything in this Lease to the contrary, Tenant has the right to assign this Lease or sublet the Leased Premises, without Landlord’s consent, to a parent, subsidiary, or affiliate of Tenant, to a company that has been merged or consolidated with Tenant, or to a company acquiring all or substantially all of Tenant’s physical assets at the Leased Premises, provided Tenant (or the resulting entity of any merger or consolidation) remains fully liable hereunder.

8.2. Outside Assignment Requirements. It shall be necessary for Tenant to obtain Landlord’s prior, written consent to any other proposed assignment of this Lease or subletting of the Leased Premises. However, Landlord’s consent must not be unreasonably or unduly withheld,

conditioned, or delayed, provided, however, that Landlord may withhold consent thereto if in the exercise of its sole judgment it determines that:

8.2.1. Financial Condition. The financial condition of the proposed assignee or subtenant is not consistent with the extent of the obligations undertaken by the proposed assignment or sublease; or

8.2.2. Proposed Use. The proposed use of the Leased Premises is not appropriate for the Building or in keeping with the character of the existing tenancies of the Building.

ARTICLE 9 CASUALTY AND RESTORATION

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty.

9.2. Equitable Adjustment. Upon any damage due to fire or other casualty, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay a pro rata portion of the Operating Expenses of the Building shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

ARTICLE 10 DEFAULT AND REMEDIES

10.1. Tenant's Default. If Tenant (a) fails to make its monthly payment of Tenant's pro rata portion of the Operating Expenses for more than 10 days after Tenant receives notice of such failure from Landlord; or (b) fails to perform or observe any other agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant has the right to terminate this Lease.

10.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition

precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

ARTICLE 11 GENERAL PROVISIONS

11.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective Address stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein.

11.3. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

11.4. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be modified except by written instrument signed by the party to be bound thereby.

11.7. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court and each party submits to the jurisdiction of such District Court. Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in

any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

11.8. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

11.9. Drafting of Agreement. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

11.10. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Agreement.

11.11. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

11.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

11.13 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Tenant, its officials, employees, contractors, or agents, or any other person acting on behalf of the Tenant and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

*****SIGNATURE PAGES FOLLOW*****

IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

TENANT:

CITY OF PUEBLO, a Colorado municipal corporation

By: _____
Heather Graham, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

LANDLORD:
PROFESSIONAL BULL RIDERS, INC., a Colorado
corporation

[Name, title]

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2024, by _____, as _____ of
Pueblo Bull Riders, Inc., a Colorado corporation.

Witness my hand and official seal.

[S E A L]

My commission expires: _____

Notary Public



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Guerrero
Pueblo Regional Building Department

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO PLUMBING REGULATIONS AND ADOPTING BY REFERENCE PORTIONS OF THE 2023 COLORADO PLUMBING CODE ESTABLISHED BY THE COLORADO STATE PLUMBING BOARD, AND THE 2021 INTERNATIONAL PLUMBING CODE, THE 2021 INTERNATIONAL RESIDENTIAL CODE, AND THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE, ALL PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND THE 2013 NFPA 24 STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached for consideration is a proposed Ordinance to adopt the Colorado Plumbing Code, which incorporates by reference portions of the 2021 International Plumbing Code and the 2021 International Residential Code and to adopt associated minor codes.

PREVIOUS COUNCIL ACTION:

Periodically, the Council considers adoption of the current version of the International Plumbing Code with minor amendments. The Council adopted the 2018 International Plumbing Code on July 12, 2021.

BACKGROUND:

The State allows for the City to adopt standards which are at least equal to those adopted by the State Plumbing Board and requires local jurisdictions to adopt the current version of the Colorado Plumbing Code with any more restrictive provisions

within twelve months after the State Plumbing Board has adopted the Colorado Plumbing Code. *Section 12-155-106, C.R.S.* The State Plumbing Board adopted the Colorado Plumbing Code, effective April 14, 2023. The State is requiring that the Colorado Plumbing Code be adopted by reference with allowed amendments.

FINANCIAL IMPLICATIONS:

There will be expected financial implications regarding construction due to changes from the 2018 International Plumbing Code to Colorado Plumbing Code. The amount will be determined by the size of the project.

BOARD/COMMISSION RECOMMENDATION:

The Pueblo Regional Building Plumbing Board of Appeals approved the adoption of the Colorado Plumbing Code with minor amendments at the meeting on February 13, 2024, and recommends this Ordinance be approved.

STAKEHOLDER PROCESS:

The Pueblo General Contractors Association and the Pueblo Association of Home Builders are aware that this Ordinance will be considered by the Council. Reference letters have been provided.

- Flowright code adoption letter
- RH Builders code adoption letter

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2021 Code Adoption Letter - Flowright
2. 2021 IPC 2023 NEC Endorsement - RH Builders

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO PLUMBING REGULATIONS AND ADOPTING BY REFERENCE PORTIONS OF THE 2023 COLORADO PLUMBING CODE ESTABLISHED BY THE COLORADO STATE PLUMBING BOARD, AND THE 2021 INTERNATIONAL PLUMBING CODE, THE 2021 INTERNATIONAL RESIDENTIAL CODE, AND THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE, ALL PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND THE 2013 NFPA 24 STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

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

SECTION 1.

Section 1 of Chapter 4, Title IV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 4-4-1. [International Plumbing Code] Colorado Plumbing Code; adoption by reference.

The Colorado Plumbing Code, established by the Colorado State Plumbing Board, 1560 Broadway, suite 1350, Denver, Colorado 80202, effective 4/14/2023 and as amended 12/15/2023 and published at 3 CCR 720-1, which includes portions of the 2021 Edition of the International Plumbing Code, published by the International Code Council, Inc. (March 2020), 4051 West Flossmoor Road, Country Club Hills, IL 60478, referred to as the "International Plumbing Code" or "I.P.C." and the 2021 Edition of the International Residential Code, published by the International Code Council, Inc. (January 2021), 4051 West Flossmoor Road, Country Club Hills, IL 60478, all as adopted by the Colorado State Plumbing Board, [The International Plumbing Code, 2018 Edition, as including all appendices and tables, promulgated and published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, referred to as the "International Plumbing Code" or "I.P.C.,"] together with the minor codes entitled, "International Swimming Pool and Spa Code," 2021 Edition, published by the International Code Council, Inc. (2020), 4051 West Flossmoor Road., Country Club Hills, IL 60478 (I.S.P.S.C.) and NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances, 2013 Edition, published by the National Fire Protection Association (May 2012), One Batterymarch Park, P.O. Box 9101, Quincy, Massachusetts 02169-7471 (N.F.P.A.), are hereby adopted and enacted by reference, and made a part hereof as if set forth in full; provided, however, that the following portions of the Colorado Plumbing Code [I.P.C.] are not adopted and are expressly deleted:

Sections 1.2 D. 6. Fee Establishment and 7. Information Only Sections.

Sections 1.2 E. 1. b. IPC Section 106.5 Permit issuance, p. IPC Section 312.9 Shower liner test, y. IPC Section 504.6.1 Collection of Relief Valve Discharge Exceptions 1 and 2, and aa. IPC Section 504.7 Required pan.

Section 1.2 E. 2. a. IRC Section 105.1 Required, j. IRC Section P2503.6 Shower liner test, t. IRC Section P2801.6 Required pan, u. IRC Section 2803.6.2 Collection of Relief Valve Discharge Exceptions 1 and 2, and uu. IRC Section P3008.1 Where required (backwater

valves).

[Section 109 entitled "Means of Appeal," Chapter 12 entitled "Special Piping and Storage Systems," Appendix A entitled "Plumbing Permit Fee Schedule" and Appendix E entitled "Sizing of Water Piping System".]

In addition, Chapters 1 Scope and Administration, 4 Public Swimming Pools, 5 Public Spas and Public Exercise Spas, 6 Aquatic Recreation Facilities, 7 Onground Storable Residential Swimming Pools, and 9 Permanent Residential Spas and Permanent Residential Exercise Spas of the I.S.P.S.C. are not adopted and are expressly deleted.

Copies of these codes are available in the office of the Pueblo Regional Building Department for distribution and sale to the public. All plumbing and drainage pipes, equipment and systems or parts thereof within the City shall be regulated by and installed, constructed, altered and repaired in conformance with the terms and provisions of this Chapter and the [I.P.C.] **Colorado Plumbing Code** as adopted herein.

SECTION 2.

Section 2 of Chapter 4, Title IV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 4-4-2 Amendments to [I.P.C.] Colorado Plumbing Code, Section 1.2 E.1.to add following:

[(a)] Section 103.1 [General] **Creation of Agency** of the I.P.C. is amended **and adopted** to read as follows:

103.1 Pueblo Regional Building Department - Enforcement Agency: Administration and enforcement of this code and all related and secondary codes are hereby delegated to the Pueblo Regional Building Department. Wherever in this code the phrase "Building Official" appears, it shall be construed to refer to the Building Official of the Pueblo Regional Building Department or the Building Official's designated representative. The Building Official, the Building Official's designated representatives, and such plumbing inspectors as the Building Official may appoint, shall be vested with the authority of a law enforcement officer with respect to enforcing this code and Chapter 4 of Title IV of the Pueblo Municipal Code, including the authority to issue summons and complaints for the violation thereof.

[(b)] Section **109 Fees** [106.6.2 Fee Schedule] of the I.P.C. is [amended] **hereby adopted.** [to read as follows:

106.6.2 Fee Schedule. Fees shall be as set forth in the fee schedule adopted by the City.]

vvv. Section 202 General Definitions of the I.P.C. is amended to revise the definition of plumbing system to provide as follows:

PLUMBING SYSTEM. A system that includes the water distribution pipes; plumbing fixtures and traps; water-treating or water-using equipment; soil, waste and vent pipes; and building drains; in addition to their respective connections, devices and appurtenances within a structure or premises; and the water service, building sewer and building storm sewer serving such structure or premises. This includes all portions of private water mains, sewer mains, storm sewer and fire mains.

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[(c)]**www.** Section 305.4 Freezing of the I.P.C. is amended to read as follows:

305.4 Freezing. Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 48 inches below grade.

[(d)] **xxx.** Section 305.4.1 Sewer depth of the I.P.C. is amended to read as follows:

305.4.1 Sewer Depth. *Building sewers* that connect to private sewage disposal systems shall be installed not less than 12 inches below finished grade at the point of septic tank connection. *Building sewers* shall be installed not less than 12 inches below grade.

yyy. Section 306.3 Backfilling of the I.P.C. is amended to add a subsection as follows:

306.3.1 Time to Backfill. Backfilling shall be completed within seventy-two (72) hours after approved inspection.

[(e)] **zzz.** Table 403.1 of the I.P.C. is amended to add Footnote g as follows:

g. Mop sinks or service sinks shall not be installed in restrooms.

[(f)] **aaaa.** Subsection 405.3.1 of the I.P.C., entitled "Water closets, urinals, lavatories and bidets," is amended by the addition of a paragraph to read as follows:

Where more than one (1) water closet or water closets and urinals are installed in a room, they shall be separated by an approved partition wall. Urinals set next to each other or another fixture shall have an approved splash guard.

[(g)] **bbbb.** Section 605.3 Water service pipe of the I.P.C. is amended by the addition of the following exception to read as follows:

EXCEPTION: All new or replaced water service piping smaller than two (2) inches (51 mm) from the main to the meter shall be no lighter than Type L Copper or PEX, PE-AL-PE, and PEX-AL-PEX pipe. A blue 14-gauge tracer wire shall be installed with all nonmetallic water services. All service piping two (2) inches (51 mm) or larger shall be Type K Copper, Class 50 or Ductile Iron, Class 150 Asbestos Cement, or PVC American Water Works Association approved pressure pipe or other approved material. Water service piping shall be installed to a minimum of forty-eight (48) inches (1219.2 mm) depth from the top of the pipe.

[(h)] **cccc.** Section 608.1 General of the I.P.C. is amended by the following addition:

All new or remodeled public buildings shall have a reduced pressure-type backflow preventer installed on the water service supplying such buildings or any portion thereof.

[(i)] **dddd.** Section 701.2 **Connection to** Sewer Required is amended by the addition of a new Section to read as follows:

701.2.1 Connections. Taps made to existing sanitary sewers for building sewers draining into the existing sanitary sewer system of the City shall be made by an approved mechanical cutting device and an approved saddle or by removing a section of sewer pipe, and the installation of a new pipe section or sections with a wye fitting and an approved coupling to make the joint at the juncture of the new pipe with the existing system. Such work shall be done by either a Plumbing Contractor or Plumbing Utility Contractor who is licensed to do such work as provided by Title

IV, Chapter 1 of the Pueblo Municipal Code. Connections to new sanitary sewers or newly repaired sanitary systems and installations of building sewers from the main sewer to the building drain shall be installed by a Plumbing Contractor or a Plumbing Utility Contractor who is licensed to do such work. When a sewer main is installed in the street or alley right-of-way, the building sewer, as defined in this code, shall be installed to the property line and properly marked with magnetic ductile tape for the full length of said sewer line. Building sewers, including each tap and wye, shall be inspected by personnel of either the Pueblo Regional Building Department or the City Department of Wastewater.

[(j)] **eeee.** Section 903.1.1 Roof extension **unprotected** of the I.P.C. is amended to read as follows:

903.1.1 Roof extension unprotected. Open vent pipes that extend through a roof shall be terminated not less than 6 inches above the roof. [Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.]

ffff. **Section 904.1.1 Installation of the I.P.C. is deleted in its entirety.**

[(k)] **gggg.** Section 903.2 Frost Closure of the I.P.C. is deleted in its entirety.

[(l)] **hhhh.** Section 904.1.2 Size of the I.P.C., is amended to read as follows:

904.1.2 Size. The required vent size shall not be less than the aggregate cross-sectional area of the largest required building drain.

[(m)] **iiii.** Section 918.3 Where Permitted of the I.P.C. is amended to read as follows:

918.3 Where permitted. Air Admittance Valves may be permitted for use on fixtures located on the same floor at the following locations: Islands, Peninsulas, under windows, at bearing walls and other applications where conventional venting methods are not possible due to the existing constructions and structural locations.

jjjj. **Chapter 12 Special Piping and Storage Systems of the I.P.C. is deleted in its entirety.**

kkkk. **Appendix E Sizing of Water Piping System of the I.P.C. is deleted in its entirety.**
SECTION 3.

Section 4 of Chapter 4, Title IV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 4-4-4. Interpretation of the [International] Colorado Plumbing Code.

Wherever in the [International] **Colorado** Plumbing Code it is provided that anything must be done to the approval of or subject to the direction of the authority having jurisdiction, this shall be construed to give such officer only the discretion to determine whether the rules and standards established by the [International] **Colorado** Plumbing Code have been complied with; and no such provision shall be construed as giving any officer discretionary powers as to what such regulations or standards shall be, or power to require conditions not prescribed by the [International] **Colorado** Plumbing Code or to enforce the provisions of the [International] **Colorado** Plumbing Code in an arbitrary or discriminatory manner.

SECTION 4.

Section 9 of Chapter 4, Title IV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 4-4-9. Offenses; criminal penalties; permit revocation; other enforcement.

(a) It shall be unlawful for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Chapter or of the [International] Colorado Plumbing Code.

(b) It shall be unlawful for any person to refuse or fail to timely comply with an order issued by the Building Official or other designated plumbing inspector pursuant to the provisions of this Chapter or the [International] Colorado Plumbing Code.

(c) It shall be unlawful for any person to knowingly make any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to any requirement of this Chapter or the [International] Colorado Plumbing Code.

(d) Any permit issued pursuant to the provisions of this Chapter or the [International] Colorado Plumbing Code may be suspended, terminated or revoked by the Building Official for (1) any of the reasons stated in Section 106.5.5 of the International Plumbing Code, or (2) any material violation of the terms of said permit or requirements applicable thereto.

(e) In the event any owner or occupant of premises within the City shall refuse entry to the Building Official or any plumbing inspector, or if any premises are locked and the Building Official or any plumbing inspector has been unable to obtain permission of the owner or occupant to enter, the Pueblo Municipal Court is authorized to issue a search or inspection warrant authorizing such entry in accordance with the procedures set forth in the Colorado Municipal Court Rules of Procedure.

(f) In the event any owner or occupant of premises within the City, or any licensed contractor or any permittee, shall fail or refuse to comply with any provision of this Chapter, the [I.P.C.] Colorado Plumbing Code or any license or permit issued thereunder, the City may initiate an action for injunctive relief in any court of competent jurisdiction to compel compliance with this Chapter or the [I.P.C.] Colorado Plumbing Code, license or permit.

(g) The enforcement remedies in this Section are expressly declared to be cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other.

SECTION 5.

A public hearing to consider the adoption of this Ordinance and the Colorado Plumbing Code, the 2021 International Swimming Pool and Spa Code and the 2013 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances with modifications, shall be held in the Council Chambers, City Hall, 1 City Hall Place, Pueblo, Colorado at 7:00 p.m. on _____. The City Clerk is directed to publish notice of such hearing pursuant to Section 1-1-7 of the Pueblo Municipal Code.

SECTION 6.

The adoption of this Ordinance, the Colorado Plumbing Code, the 2021 International Swimming Pool and Spa Code and the 2013 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances shall not create any duty to any person, firm,

corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said codes. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees, or agents, for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or said codes. Nothing in this Ordinance or in said codes shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. et seq., or to waive any immunities or limitations on liability otherwise available to the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees, or agents.

SECTION 7.

If any part, section, subsection, sentence, clause or phrase of this Ordinance or the adopted Colorado Plumbing Code, the 2021 International Swimming Pool and Spa Code and the 2013 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or of said codes.

SECTION 8.

The Council finds and declares that certified true copies of the Colorado Plumbing Code, the 2021 International Plumbing Code, the 2021 International Residential Code, the 2021 International Swimming Pool and Spa Code, and the 2013 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances, have been on file in the office of the City Clerk of the City of Pueblo at or before the first presentation of this Ordinance, and shall remain in said office for public inspection. After adoption of this Ordinance, copies of said codes shall be kept in the office of the Building Official at the Pueblo Regional Building Department, 830 N. Main Street, Suite 100, Pueblo, Colorado 81003 and shall be available through the Pueblo Regional Building Department for purchase by the public.

SECTION 9.

It shall be unlawful and a municipal offense for any person, firm, partnership, corporation, limited liability company or other entity to violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Ordinance or of the Colorado Plumbing Code, the 2021 International Swimming Pool and Spa Code and the 2013 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances adopted herein. Any person found guilty of a violation of this Ordinance or of said codes shall be punished as provided in Section 4-4-9 of the Pueblo Municipal Code, as amended. In addition thereto, the City is authorized to enforce this Ordinance through the exercise of any one or more of the remedies set forth in Section 4-4-9 of the Pueblo Municipal Code, as amended, which remedies are hereby expressly declared to be cumulative, the exercise of any one or more not constituting any bar or limitation to the exercise of any other.

SECTION 10.

This Ordinance shall become effective 30 days after final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



www.FlowRightPHI.com | PHONE: (719) 564-2101 | Fax: (719) 564-0161
2406 W 11th St. Pueblo, CO 81003

Dear Pueblo City Council,

I am writing this letter in support of the adoption of the 2021 IPC (International Plumbing Code), 2021 IRC (International Residential Code) and the ordinance to amend in Pueblo County. The Colorado Department of Regulatory Agencies has adopted these codes and contractors throughout Colorado are currently being held to these standards. The 2021 IPC and IRC adoption will allow consistency of code compliance in Pueblo county giving contractors the ability to provide a safer and more cost effective product to the Pueblo County consumer.

Flow Right Plumbing, Heating, AC and Electric strongly supports the adoption of the 2021 codes and is certain it will benefit the Citizens and Contractors living and working in Pueblo County.

Sincerely,



Lance Harvey
President/CEO



PLUMBING • HEATING • COOLING • ELECTRIC

Flow Right Plumbing, Heating, Cooling & Electric

2406 W. 11th St. Pueblo, CO 81003

Office: (719) 564-2101

Cell: (719) 369-0944

lance@flowrightphi.com

<https://flowrightphi.com/>

Thank you for your business!

MAKE IT RIGHT!



220 S. Union Ave
Pueblo, CO 81001
719.240.7290

rhbuilders@hotmail.com

January 31, 2024
Regional Building Department
830 N Main St
Pueblo, CO 81003

Subject: Recommendation to Adopt the 2021 IPC and the 2023 NEC

Dear Mark Guerrero

I hope this letter finds you well. My name is Randy Nobiensky, and I am the owner of RH Builders, a custom home builder based in Pueblo, Colorado. I am writing to express our full support for the adoption of the 2021 International Plumbing Code (IPC) and the 2023 National Electrical Code (NEC) by our regional building department.

As a custom home builder, we have proactively implemented these updated codes in our projects, being ahead in the implementation while anticipating their adoption. Our experience with these changes has been positive, and we have found that they have had no adverse impact on our client base. In fact, our clients appreciate the higher standards and increased efficiency that these codes bring to their homes.

Additionally, we have not encountered any significant increase in costs associated with the plumbing code changes. Through careful planning and proactive adjustments, we have been able to seamlessly incorporate the new requirements without incurring any significant financial burden. We firmly believe that the benefits these codes bring to the safety, efficiency, and quality of construction outweigh any additional costs.

As responsible members of the building industry and advocates for the well-being of our community, we fully support code adoption that prioritizes the benefit and safety of our residents. The 2021 IPC and the 2023 NEC set higher standards for plumbing and electrical systems, addressing advancements in technology and safety practices. By adopting these codes, our regional building department will demonstrate its commitment to keeping up with the evolving industry standards and ensuring the safety and satisfaction of our community.

Thank you for your attention to this matter. We eagerly await the official adoption of the 2021 IPC and the 2023 NEC and would be happy to provide any assistance or information required during this process.

Sincerely,

A handwritten signature in dark ink, appearing to read "Randy Nobiensky", is written over a horizontal line.

Randy Nobiensky



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Guerrero
Pueblo Regional Building Department

SUBJECT: AN ORDINANCE AMENDING CHAPTER 3 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO ELECTRICAL REGULATIONS AND ADOPTING BY REFERENCE PORTIONS OF THE 2023 NATIONAL ELECTRICAL CODE PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION, ONE BATTERYMARCH PARK, QUINCY, MASSACHUSETTS 02169-7471, AND THE 2003 INTERNATIONAL CODE COUNCIL ELECTRICAL CODE ADMINISTRATIVE PROVISIONS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 4051 FLOSSMOOR ROAD, COUNTRY CLUB HILLS, IL 60478-5795, AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached for consideration is a proposed Ordinance to adopt the 2023 National Electrical Code and 2003 International Code Council Electrical Code Administrative Provisions.

PREVIOUS COUNCIL ACTION:

Periodically, Council considers adoption of the current version of the National Electrical Code with minor amendments. The Council adopted the 2020 National Electrical Code February 22, 2021.

BACKGROUND:

The State allows for the City to adopt standards which are more restrictive than those adopted by the State Electrical Board and requires local jurisdictions to adopt the current version of the National Electrical Code with any more restrictive provisions within twelve months after the State Electrical Board has adopted the National Electrical Code. *Section 12-115-107, C.R.S.* The State Electrical Board adopted the 2023 National Electrical Code, effective July 30, 2023.

FINANCIAL IMPLICATIONS:

There will be expected financial implications regarding construction due to changes from the 2020 to 2023 National Electrical Code. The amount will be determined by the size of the project.

BOARD/COMMISSION RECOMMENDATION:

The Pueblo Regional Building Electrical Board of Appeals approved the adoption of the 2023 National Electrical Code with minor amendments at the meeting on Feb 8th, 2024 and recommends this Ordinance be approved.

STAKEHOLDER PROCESS:

The Pueblo General Contractors Association, the Pueblo Association of Home Builders and the Electrical Union are aware that this Ordinance will be considered by the Council. Reference letters have been provided.

- RH Builders reference letter
- Mathew Brothers Electric reference letter.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2021 IPC 2023 NEC Endorsement - RH Builders
2. 2023 Code Adoption Letter - Matthew Brothers Electric

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 3 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO ELECTRICAL REGULATIONS AND ADOPTING BY REFERENCE PORTIONS OF THE 2023 NATIONAL ELECTRICAL CODE PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION, ONE BATTERYMARCH PARK, QUINCY, MASSACHUSETTS 02169-7471, AND THE 2003 INTERNATIONAL CODE COUNCIL ELECTRICAL CODE ADMINISTRATIVE PROVISIONS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 4051 FLOSSMOOR ROAD, COUNTRY CLUB HILLS, IL 60478-5795, AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

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

SECTION 1.

Section 1 of Chapter 3, Title IV, of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 4-3-1. National Electrical Code and International Code Council Electrical Code Administrative Provisions; adoption by reference.

The National Electrical Code, **2023** Edition (**September 1, 2022**), promulgated and published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts 02169-7471, referred to as the "N.E.C.," is adopted in its entirety, including Informative Annexes A through G inclusive and Informative Annex I, but excluding Informative Annexes H and J, together with the International Code Council Electrical Code Administrative Provisions, 2003 Edition (**December 2002**), except the sample ordinance form contained therein, promulgated by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, hereinafter referred to as the "I.C.C.E.C.A.P.," as amended by this Chapter, are adopted and enacted by reference; provided, however, that the following portions of the I.C.C.E.C.A.P. are not adopted and are expressly deleted:

Paragraph 5 of Section 401.3, entitled "Work Exempt From Permit," Section 404.2, entitled "Schedule of Permit Fees," Section 1102, entitled "Membership" and Section 1103, entitled "Procedures."

Copies of the N.E.C., including adopted Informative Annexes A through G and Informative Annex I and the I.C.C.E.C.A.P., are available in the office of the Pueblo Regional Building Department ("Department") for distribution and sale to the public. Any reference in this Chapter to the "N.E.C." shall mean the National Electrical Code, **2023** Edition, adopted by this Section.

SECTION 2.

Section 2 of Chapter 3, Title IV, of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 4-3-2. N.E.C. amendments.

(a) Section 230.70(A) of the N.E.C. is amended by the addition of a new Subparagraph (4), to read as follows:

"(4) Meter Base. The length of service entrance conductors from the **load side terminals of the** meter base to the main disconnecting means shall be located immediately back to back, [or] side to side, **or top to bottom** of the meter."

[(b) Section 312.5 of the N.E.C., Cabinets, Cutout Boxes, and Meter Socket Enclosures, is amended by the addition of a new Paragraph (D), to read as follows:

"(D) Meter socket height for new structures. The height of meter enclosure shall be installed between four (4) feet and five and one-half (5½) feet from bottom of the meter enclosure to finish grade."]

[(c)] **(b)** Section [408.18] **110.26** of the N.E.C., [Clearances] **Spaces About Electrical Equipment**, is amended by the addition of a new [Paragraph] **Subparagraph [(C)] (6)(B)(1)**, to read as follows:

"[(C)] **(1)** Above finish grade. Clearances shall be provided between bottom of panel and finish grade a minimum of 24 inches above finish grade."

[(d)] **(c)** Section [408.36] **408.54** of the N.E.C. is amended by the addition of a new Paragraph [(E)] **(A)** thereto, to read as follows:

"[(E)] **(A)** Additional Space in Panelboards. A new panelboard shall have sufficient ampacity and space for at least four (4) full-size circuit breakers for future usage."

SECTION 3.

Section 3 of Chapter 3, Title IV, of the Pueblo Municipal Code, as amended, is hereby amended to revise subparagraph (b) to read as follows:

Sec. 4-3-3. N.E.C. amendments.

. . .

(a) Section 401.1, Permits required, of the I.C.C.E.C.A.P. is hereby amended by the addition of two (2) new paragraphs, to read as follows:

"Permits for low voltage control and signaling systems, as defined in Articles **724** through 830 of the N.E.C., may be issued to persons not licensed as electrical contractors, provided such persons register with the Department, and otherwise comply with all codes with respect to installation and permits.

"All systems supplying power that may normally be supplied by an electrical utility, such as, but not limited to, solar, wind, hydro and other generated sources, shall require a permit and inspection."

SECTION 4.

A public hearing to consider the adoption of this Ordinance, the National Electrical Code, 2023 Edition, and the International Code Council Electrical Code Administrative Provisions, 2003 Edition with modifications, shall be held in the Council Chambers, City Hall, 1 City Hall Place, Pueblo, Colorado at 7:00 p.m. on _____, 2024. The City Clerk is directed to publish notice of such hearing pursuant to Section 1-1-7 of the Pueblo Municipal Code.

SECTION 5.

The adoption of this Ordinance, the 2023 National Electrical Code and the 2003 International Code Council Electrical Code Administrative Provisions shall not create any duty to any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said codes. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or Pueblo Regional Building Department, or their officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or said codes. Nothing in this Ordinance or in said codes shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. et seq., or to waive any immunities or limitations on liability otherwise available to the City of Pueblo or the Pueblo Regional Building Department, or their officers, employees or agents.

SECTION 6.

If any part, section, subsection, sentence, clause or phrase of this Ordinance, the adopted 2023 National Electrical Code, or the adopted 2003 International Code Council Electrical Code Administrative Provisions is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance, the 2023 National Electrical Code or the 2003 International Code Council Electrical Code Administrative Provisions.

SECTION 7.

The Council finds and declares that certified true copies of the National Electrical Code, 2023 Edition, and the International Code Council Electrical Code Administrative Provisions, 2003 Edition, have been on file in the office of the City Clerk of the City of Pueblo at or before the first presentation of this Ordinance, and shall remain in said office for public inspection. After adoption of this Ordinance, a copy of the 2023 National Electrical Code and a copy of the 2003 International Code Council Electrical Code Administrative Provisions shall be kept in the office of the Pueblo Regional Building Department, 830 N. Main Street, Suite 100, Pueblo, Colorado 81003. Copies of the 2023 National Electrical Code and the 2003 International Code Council Electrical Code Administrative Provisions shall be available through the Pueblo Regional Building Department for purchase by the public.

SECTION 8.

It shall be unlawful and a municipal offense for any person, firm, partnership, corporation, limited liability company or other entity to violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Ordinance or of the National Electrical Code, 2023 Edition, or the International Code Council Electrical Code Administrative Provisions, 2003 Edition adopted herein. Any person found guilty of a violation of this Ordinance or of the National Electrical Code, 2023 Edition, or the International Code Council Electrical Code Administrative Provisions, 2003 Edition shall be punished as provided in Section 4-3-8 of the Pueblo Municipal Code, as amended. In addition thereto, the City is authorized to enforce this Ordinance through the exercise of any one or more of the remedies set forth in Section 4-3-8 of the Pueblo Municipal Code, as amended, which remedies are hereby expressly declared to be cumulative, the exercise of any one or more not constituting any bar or limitation to the exercise of any other.

SECTION 9.

The officers and staff of the City are authorized and directed to perform any and all acts

consistent with this Ordinance which are necessary or desirable to implement same.

SECTION 10.

This Ordinance shall become effective 30 days after final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



220 S. Union Ave
Pueblo, CO 81001

719.240.7290

rhbuilders@hotmail.com

January 31, 2024
Regional Building Department
830 N Main St
Pueblo, CO 81003

Subject: Recommendation to Adopt the 2021 IPC and the 2023 NEC

Dear Mark Guerrero

I hope this letter finds you well. My name is Randy Nobiensky, and I am the owner of RH Builders, a custom home builder based in Pueblo, Colorado. I am writing to express our full support for the adoption of the 2021 International Plumbing Code (IPC) and the 2023 National Electrical Code (NEC) by our regional building department.

As a custom home builder, we have proactively implemented these updated codes in our projects, being ahead in the implementation while anticipating their adoption. Our experience with these changes has been positive, and we have found that they have had no adverse impact on our client base. In fact, our clients appreciate the higher standards and increased efficiency that these codes bring to their homes.

Additionally, we have not encountered any significant increase in costs associated with the plumbing code changes. Through careful planning and proactive adjustments, we have been able to seamlessly incorporate the new requirements without incurring any significant financial burden. We firmly believe that the benefits these codes bring to the safety, efficiency, and quality of construction outweigh any additional costs.

As responsible members of the building industry and advocates for the well-being of our community, we fully support code adoption that prioritizes the benefit and safety of our residents. The 2021 IPC and the 2023 NEC set higher standards for plumbing and electrical systems, addressing advancements in technology and safety practices. By adopting these codes, our regional building department will demonstrate its commitment to keeping up with the evolving industry standards and ensuring the safety and satisfaction of our community.

Thank you for your attention to this matter. We eagerly await the official adoption of the 2021 IPC and the 2023 NEC and would be happy to provide any assistance or information required during this process.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Randy Nobiensky', is written over a horizontal line.

Randy Nobiensky



MATHEWS BROTHERS ELECTRIC, INC
831 MYRTLE LANE
CANON CITY, CO 81212
OFFICE: (719) 275-6987
FAX: (719) 275-4561

1/24/2024

RE: Adoption of the 2023 National Electric Code

Mr. Guerrero,

I am writing this letter in support of Pueblo City/County adopting the 2023 National Electric Code. As a Journeyman Electrician and Commercial Manager, I have been a part of the electrical industry for over 18 years and know the importance of code adoption. In an ever changing field of work, be it new products, methods, or technologies, it is of the upmost importance that common standards and practices be implemented across all electrical installations for safety of people and property. The adoption of the newest revision of the National Electric Code helps keep Pueblo's electrical industry at the highest standards.

When adopting a new code, there is always a concern of the financial burden on contractors and their customers. The 2023 National Electric Code adoption will be at significantly less costs to the construction industry of Pueblo in comparison to the last 3 to 4 electrical code adoptions. The majority of the code changes that will incur these extra expenses are related to renewable energies such as EV charging and Solar safety requirements. In my opinion the changes are necessary and beneficial for the communities within Pueblo County to grow.

In summary, Mathews Brothers Electric is in full support of the adoption and enforcement of the 2023 National Electric Code by Pueblo Regional Building Department.

Thank you,

A handwritten signature in dark ink, appearing to read 'Ace Spriggs', with a long, sweeping horizontal line extending to the right.

Ace Spriggs
Commercial Manager
Mathews Brothers Electric
Phone: (719) 371-2969
aspriggs@mathewsbrotherselectric.com



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 25, 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 ACCEPTING FUNDS IN THE AMOUNT OF \$60,000 FROM EL CAMINO HOMEOWNERS ORGANIZATION, INC., A COLORADO NONPROFIT CORPORATION, FOR COSTS ASSOCIATED WITH TRAFFIC CALMING, LANDSCAPING, AND OTHER ROADWAY IMPROVEMENTS ON BANDERA PARKWAY, ESTABLISHING ACCOUNT PROJECT CI2427 - BANDERA PARKWAY TRAFFIC CALMING IMPROVEMENTS AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$60,000 INTO SAID ACCOUNT.

SUMMARY:

This Ordinance will accept funds in the amount of \$60,000.00 from El Camino Homeowners Organization ("ECHO") to cover certain costs associated with the installation of traffic calming, landscaping, and other roadway improvements on Bandera Parkway where it enters the El Camino neighborhood. The Ordinance also establishes a new account Project CI2427 - Bandera Parkway Traffic Calming Improvements, and budgets and appropriates ECHO's contribution into the account project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

ECHO has requested to coordinate a project with the City of Pueblo to install traffic calming measures, landscaping, and other associated roadway improvements on Bandera Parkway where the roadway enters the El Camino neighborhood. ECHO's share of the project costs will be \$60,000.00, which will cover the cost of installing the traffic calming and landscaping improvements. The Public Works Department is contemplating other related work that will take place in the vicinity and will request the Council's approval to fund said improvements once the scope of work is identified and

an engineering cost estimate is prepared.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$60,000.00 will be budgeted and appropriated into account Project CI2427 - Bandera Parkway Traffic Calming Improvements.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Ordinance will prevent the City from receiving the funds from El Camino Homeowners Organization, Inc.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$60,000 FROM EL CAMINO HOMEOWNERS ORGANIZATION, INC., A COLORADO NONPROFIT CORPORATION, FOR COSTS ASSOCIATED WITH TRAFFIC CALMING, LANDSCAPING, AND OTHER ROADWAY IMPROVEMENTS ON BANDERA PARKWAY, ESTABLISHING ACCOUNT PROJECT CI2427 - BANDERA PARKWAY TRAFFIC CALMING IMPROVEMENTS AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$60,000 INTO SAID ACCOUNT.

WHEREAS, El Camino Homeowners Organization, Inc. has asked the City to consider its request to install traffic calming measures and landscaping improvements on Bandera Parkway where the roadway enters the El Camino neighborhood; AND,

WHEREAS, El Camino Homeowners Organization, Inc. has agreed to contribute funds in the amount of \$60,000.00 toward the cost of installing said improvements in conjunction with other City road work taking place in the area; NOW THEREFORE,

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

SECTION 1.

Funds in the amount of \$60,000.00 are accepted from El Camino Homeowners Organization, Inc.

SECTION 2.

Account Project CI2427 - Bandera Parkway Traffic Calming Improvements is hereby established and accepted funds in the amount of \$60,000.00 shall be budgeted and appropriated to said account.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Aliff, President

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE SOUTHERN COLORADO PRESS CLUB IN THE AMOUNT OF \$1,000 TO SPONSOR A TABLE AT THE SHEEP DIP EVENT ON APRIL 4, 2024

SUMMARY:

Attached for consideration is a request for support of Southern Colorado Press Club in the amount of \$1,000 to sponsor the Sheep Dip event on April 4, 2024.

PREVIOUS COUNCIL ACTION:

Council supported this event with \$1,000 in 2023 and \$500 in 2022.

BACKGROUND:

Southern Colorado Press Club is requesting \$1,000 to sponsor the Annual Sheep Dip event to be held on April 4, 2024. This year's event at Old Towne Carriage House will honor Bill and Barb Vidmar as the Mel Harmon recipients and Sam Ebersole as the Damon Runyon recipient. This is an annual fundraiser to support students in Mass Communication and Media Communication at Pueblo Community College and Colorado State University Pueblo.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Southern Colorado Press Club.

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 President Mark Aliff.

ATTACHMENTS:

1. 2024 SCPC Sheepdip sponsorship advertising
2. 2024 Contingencies (Council) Sheep Dip Press Club

RESOLUTION NO. 15573

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE SOUTHERN COLORADO PRESS CLUB IN THE AMOUNT OF \$1,000 TO SPONSOR A TABLE AT THE SHEEP DIP EVENT ON APRIL 4, 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 Southern Colorado Press Club to sponsor the 2024 Sheep Dip event.

SECTION 2.

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

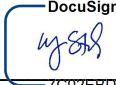
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Southern Colorado Press Club Sheepdip 2024

Supporting scholarships for mass communications students is simple. Go to socopressclub.com to select the best sponsorship option for you or your organization.

Sponsorship Levels

Presenting Platinum Sponsor - \$2,500

Two tables of 8, Opening or closing remarks, Full page recognition in the program, Five recognition posts on social media, Banner at event, Mention on all media interviews, Table signage, Named as presenting sponsor

Gold Sponsor - \$1,500

One table of 8, One full-page ad, Two recognition posts on social media, Banner at event, Recognition in pre-event publicity, Table signage

Silver Table Sponsor - \$1,000

One table of 8, ½ page ad, Recognition in pre-event publicity, Table signage

Bronze Sponsor - \$800

One table of 8, ¼ page ad, Recognition in pre-event publicity, Table signage

Supporting Sponsor - \$500

Four tickets to event, Recognition in pre-event publicity, Table signage

Program Advertising

Cover Page 7 ¼" x 9 ¼" \$275

Full Page 7 ¼" x 9 ¼" \$225

Half Page 7 ¼" x 4 ¾" \$150

Quarter Page 3 ½" x 4 ¾" \$125

Southern Colorado Press Club * P.O. Box 1438 * Pueblo, CO 81002

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 JUNETEENTH ORGANIZATION OF PUEBLO IN THE AMOUNT OF \$1,000 TO SPONSOR THE 2024 JUNETEENTH EVENT AND COMMEMORATIVE JOURNAL

SUMMARY:

Attached for consideration is a request for support of the Juneteenth Organization of Pueblo in the amount of \$1,000 to sponsor their 2024 events and commemorative journal.

PREVIOUS COUNCIL ACTION:

Council funded this Organization with \$1,000 in 2020, 2016, and 2015. Payment from Council Contingencies was made of \$2,000 in 2014 and 2013. Prior to 2013, the Juneteenth Organization was funded through a line item in the budget.

BACKGROUND:

The Juneteenth Celebration is held to remember and celebrate the freedom of African Americans resulting from passage of the 13th amendment to the US constitution. It is the mission of the Juneteenth Organization of Pueblo to bring all Puebloans together to remember and celebrate the heritage of African Americans and their freedom. In our quest of perfecting unity in our community, as citizens concerned with human dignity and community development, to implement programs that address the needs of all of pueblo's ethnic communities, to bring all Puebloans together .to celebrate a common bond of freedom. As all our "Ancestors" at some point in time have seen prejudice and/or have been discriminated against in our community, state and country and have overcome. For this event they are publishing a souvenir journal to commemorate the 2024 celebration. They are a 501c3 non-profit organization, committed to educating the community of the meaning of the Juneteenth celebration.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Juneteenth Organization in Pueblo.

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. Juneteenth Sponsorship Request 2024
2. 2024 Contingencies (Council) Juneteenth

RESOLUTION NO. 15574

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO JUNETEENTH ORGANIZATION OF PUEBLO IN THE AMOUNT OF \$1,000 TO SPONSOR THE 2024 JUNETEENTH EVENT AND COMMEMORATIVE JOURNAL

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 Juneteenth Organization of Pueblo to sponsor the 2024 Juneteenth event and commemorative journal.

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.

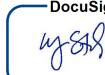
SECTION 3.

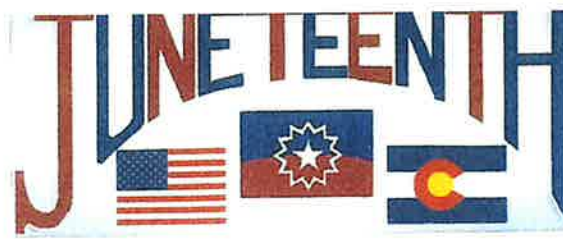
This Resolution shall become effective upon passage and approval.

INTRODUCED: March 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



JUNETEENTH ORGANIZATION OF PUEBLO, INC
P.O. BOX 2335 PUEBLO, CO 81005
(719) 565-9670 tcneal248@gmail.com
Juneteenth organization of pueblo, Inc is a 501©3 Organization

February 13, 2024

Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

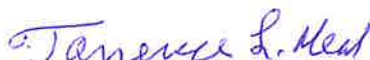
Greetings:

The Juneteenth Organization of Pueblo, Inc. is in the planning stage of celebrating Juneteenth 2024 and for this event we are publishing a souvenir journal to commemorate this year's celebration. First, we thank you for your earlier participation and encourage you to continue your support. Enclosed you will find an ad contract for your convenience to place your ad. If you want one of the cover pages, please let me know right away because there are only three and they are first come first serve.

It is the mission of the Juneteenth Organization of Pueblo to bring all Puebloans together to remember and celebrate the heritage of African Americans and their freedom. In our quest of perfecting unity in our community, as citizens concerned with human dignity and community development to implement programs that address the needs of all of pueblo's ethnic communities, to bring all Puebloans together to celebrate a common bond of freedom. As all our "Ancestors" at some point in time have seen prejudice and/or have been discriminated against in our community, state and country and have overcome.

We are a 501©3 non-profit organization, committed to educating our community of the meaning of the Juneteenth celebration. We earnestly ask for your support by buying an ad for your business, organization, church, or a personal acknowledgement.

Respectfully,


Torrence L. Neal
Secretary

JUNETEENTH SOUVENIR JOURNAL AD FORM

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ EMAIL: _____

AD SIZES (CHECK ONE)

OUTSIDE BACK PAGE _____ \$600.00

INSIDE BACK PAGE _____ \$450.00

INSIDE FRONT PAGE _____ \$450.00

FULL PAGE _____ \$150.00

HALF PAGE _____ \$100.00

QUARTER PAGE _____ \$75.00

BUSINESS CARD _____ \$30.00

THE DEADLINE FOR ALL ADS: MAY 22, 2024

PLEASE ENTER MY SUBSCRIPTION FOR AN AD IN YOUR SOUVENIR JOURNAL. PLEASE PRINT OR TYPE YOUR AD ON A SEPARATE SHEET. ALL PHOTOGRAPHS MUST BE CAMERA READY OR OF GOOD PRINT QUALITY, GLOSSY COLOR OR BLACK & WHITE. WE ENCOURAGE YOU TO SUBMIT YOUR ADVERTISEMENT VIA EMAIL TO: csr@myfriendthepainter.com MENTION JUNETEENTH WITH YOUR SUBMISSION.

THE ABOVE PRICE OF AD IS SATISFACTORY AND IS HEREBY ACCEPTED. YOU ARE HEREBY AUTHORIZED TO ENTER MY AD SUBSCRIPTION AS SPECIFIED.

NAME/TITLE _____ DATE _____

Make check or money order payable to Juneteenth Org. Pueblo, Inc and mail to:
Juneteenth PO Box 2335 Pueblo, CO 81005

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 EL MOVIMIENTO SIGUE IN THE AMOUNT OF \$2,000 TO SPONSOR THE 2024 CINCO DE MAYO EVENT

SUMMARY:

Attached for consideration is a request for support of El Movimiento Sigue's 2024 Cinco de Mayo event in the amount of \$2,000.

PREVIOUS COUNCIL ACTION:

Council funded this event with \$2,000 in 2023.

BACKGROUND:

The 54th Annual Cinco de Mayo community event will be held on May 5, 2024, from noon to 5 pm at Ray Aguilera Park. It is a day for families, Mexican and Indigenous traditions, commemorations, and speakers. This is a family event and no liquor is sold.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to El Movimiento Sigue.

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. 2024 Contingencies (Council) Cinco de Mayo Movimiento Sigue
2. Cinco de Mayo request 2024

RESOLUTION NO. 15575

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO EL MOVIMIENTO SIGUE IN THE AMOUNT OF \$2,000 TO SPONSOR THE 2024 CINCO DE MAYO EVENT

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 El Movimiento Sigue to sponsor the 2024 Cinco de Mayo 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 25, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

March 1, 2024

Councilman Dennis Flores
1 City Hall Place
Pueblo, CO 81003

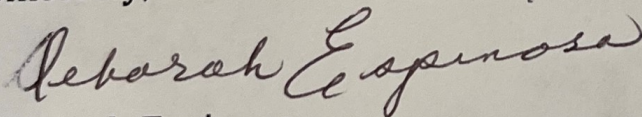
Dear Councilman Flores:

On behalf of El Movimiento Sigue (EMS), I am requesting \$2,000, for the 54th Annual Cinco de Mayo. We are requesting \$2,000 that will cover the line-up of entertainment, from noon to 5:00 p.m., at Ray Aguilera Park.

I'd like to note that this is a community event and no liquor is sold. It is a day for families, Mexican and Indigenous traditions, commemorations and speakers. We thank you for your time and consideration.

If more information is need, let me know. EMS, is a nonprofit, EIN #85-2276248.

Sincerely,



Deborah Espinosa
Member and Volunteer
719-369-4108



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 THE BOYS & GIRLS CLUB OF PUEBLO IN THE AMOUNT OF \$1,000 TO SPONSOR THE PLACE COMMUNITY BLOCK PARTY ON TUESDAY, APRIL 30, 2024 FROM 4-7 PM ON ORMAN AVENUE

SUMMARY:

Attached for consideration is a request for support of The PLACE community block party on April 30, 2024 in the amount of \$1,000.

PREVIOUS COUNCIL ACTION:

Council funded this event with \$1,000 in 2023.

BACKGROUND:

We believe instilling that Pueblo Pride was necessary to help remind us what a beautiful city we live in and despite the less than 1% that have made poor choices resulting in negativity, we know the other 99% are great people who would welcome positive interaction with our neighbors and additional information on supportive resources including pathways for our 1%.

We named the event The PLACE (Pueblo's Legacy and Community Experiences) and our first event was on the Eastside, East 7th Street, on May 9, 2023. After a successful event attracting over 65 resource agencies and 1,000 citizens, we held another event on the Westside, (Hyde Park community) on September 26, 2023 with similar success.

Our mission is to invigorate the pride and love for our different neighborhoods and celebrate the beauty of our community. We would achieve three objectives:

(1) To create a safe place for networking with neighbors and families together and increase the pride and love for our community (2) To provide career opportunities and exploration for participants and (3) To provide knowledge of resources and area

businesses to strengthen the needs of our community.

This event will be on Orman Avenue, on the block between Keating and Central High School.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the Boys & Girls Club of Pueblo.

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. The Place Sponsorship 2024
2. PLACE INVOICE CITY COUNCIL 2024
3. 2024 Contingencies (Council) the PLACE Boys and Girls Club

RESOLUTION NO. 15576

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE BOYS & GIRLS CLUB OF PUEBLO IN THE AMOUNT OF \$1,000 TO SPONSOR THE PLACE COMMUNITY BLOCK PARTY ON TUESDAY, APRIL 30, 2024 FROM 4-7 PM ON ORMAN AVENUE

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 the Boys & Girls Club of Pueblo to sponsor The PLACE Community Block Party on Tuesday, April 30, 2024 from 4-7 pm on Orman Avenue.

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 25, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

"THE PLACE"

2024 SPRING SPONSORS

DIAMOND SPONSOR: \$7,500

Name on T-Shirt
Specialty Treats at Event
DJ Shout Out
Social Media Blast
12 T-Shirts
Table Provided/Table Display
Full Acknowledgement for both
2024 Spring/Fall Events
Event Banner Logo



PLATINUM SPONSOR: \$5,000

Name on T-Shirt
Specialty Treats at Event
DJ Shout Out
Social Media Blast
8 T-Shirts
Table Display
Event Banner Logo



GOLD SPONSOR: \$2,500

Name on T-Shirt
Specialty Treats at Event
Dj Shout Out
Social Media Blast
6 T-Shirts
Event Banner Logo

SILVER SPONSOR: \$1,000

Name on T-Shirt
Specialty Treats at Event
DJ Shout Out
Event Banner Logo

BRONZE SPONSOR: \$500

Name on T-Shirt
Specialty treat





March 6, 2024

INVOICE TO PUEBLO CITY COUNCIL

\$1,000 Sponsorship at Silver Level

**Please remit donation to
Attention of Tiffany Larkins**

**Boys and Girls Clubs of Pueblo County
635 West Corona Avenue, Suite 100
Pueblo, CO 81004**

MEMO: The PLACE

**Event: The PLACE
(Pueblo's Legacy And Community Experiences)**

**Event Date: Tuesday, April 30, 2024 from 4 to 7 p.m.
Location: 200 Block East Orman**

For More Information Contact Jeanette Autobee Garcia at Theplacepueblo@gmail.com

***Donations should be made payable to Boys and Girls Clubs of Pueblo
County***

***• Memo: The P.L.A.C.E • 635 W. Corona Ave. Pueblo, CO 81004, Suite
100***

Fiscal Agent: Boys and Girls Clubs of Pueblo County, EIN 23-7307508

For More Information Contact Jeanette Autobee-Garcia at Theplacepueblo@gmail.com

Community Partners: • Girls and Boys Clubs of Pueblo County • Lioness Project • Central High School * Keating
Westside Neighborhood Committee • Garcia Futures Project • Phoenix Rising Insurance Group * Pueblo Police Department



Community Partners: • Girls and Boys Clubs of Pueblo County • Lioness Project • Central High School * Keating
Westside Neighborhood Committee • Garcia Futures Project • Phoenix Rising Insurance Group * Pueblo Police Department



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 25, 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 THE ARC OF PUEBLO IN THE AMOUNT OF \$400 TO SPONSOR A TABLE AT THE GOLDEN TORTILLA EVENT ON FRIDAY, APRIL 19TH, 2024, AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of The ARC of Pueblo to sponsor a table at the Golden Tortilla event on Friday, April 19th, 2024, at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

Council sponsored this event in 2020 with \$1,000.

BACKGROUND:

The Arc of Pueblo's annual Golden Tortilla fundraiser is scheduled for Friday, April 19th, 2024, at the Pueblo Convention Center. The Arc of Pueblo is a nonprofit advocacy organization. Our mission is to champion the rights, opportunities, and dignity of people with intellectual and developmental disabilities, along with their families. We are currently legal guardians for 77 individuals. When families need to petition for guardianship, we're there. We also assist in developing individualized education plans within our schools, we coordinate resources, provide health and safety assistance, handle appeals, and offer other vital services to enhance the quality of life for those we serve.

The Golden Tortilla aims to raise approximately \$25,000 for our Arc Angel Fund which is the lifeline for individuals with intellectual and developmental disabilities. We use these funds to purchase essentials such as beds, bedding, clothing, and other necessary items. We also provide assistive technology devices, including iPads, which open up a world of communication and learning for our community.

This year, we're bringing back our 8 reigning Champions to battle it out for the coveted title of Tortilla Titan! This year marks our 9th event, and it promises an evening filled with camaraderie, delicious food, and friendly competition. Since Councilor Flores is a participating champion, the table sponsorship is discounted to \$400.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$400 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the ARC of Pueblo.

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. 2024 Sponsorship Letter Golden Tortilla ARC
2. GT 2024 Latino Ad Golden Tortilla ARC
3. 2024 Sponsorship Levels Golden Tortilla ARC
4. 2024 Contingencies (Council) ARC of Pueblo Golden Tortilla

RESOLUTION NO. 15577

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE ARC OF PUEBLO IN THE AMOUNT OF \$400 TO SPONSOR A TABLE AT THE GOLDEN TORTILLA EVENT ON FRIDAY, APRIL 19TH, 2024, AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$400 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to the ARC of Pueblo to sponsor a table at the Golden Tortilla event on Friday, April 19th, 2024, at 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 25, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2705 Vinewood Lane
Pueblo, CO 81005
(719) 545-5845

www.arcofpueblo.org

Tax ID# 84-6037693

Executive Director

Stephanie Garcia

Board of Directors

Melanie Osterman

Lucy Pacheco

Dr. Shirley Salvatore

Maralina Schoenfelder

Kathy Serena

Anthony Velasquez

George Vasquez

Lynette Zinno

I am reaching out with a heartfelt request: **Could your business contribute an auction item or table sponsorship for The Arc of Pueblo's annual Golden Tortilla fundraiser?** This event is scheduled for **Friday, April 19th, 2024**, at the **Pueblo Convention Center**.

What's the excitement all about? We're bringing back our **8 reigning Champions** to battle it out for the **coveted title of Tortilla Titan!** This year marks our **9th event**, and it promises an evening filled with camaraderie, delicious food, and friendly competition. Our festivities include dinner, a fast and furious raffle, live auction, and the thrilling **tortilla rolling competition**.

Why does this matter? Our event draws **500 guests**, all gathering to celebrate our cause. Local 'celebrity' tortilla rollers will square off, each vying for the **Golden Rolling Pin**. With the unwavering support of community members like you, the **Golden Tortilla** aims to raise approximately **\$25,000** for our **Arc Angel Fund**.

What does the Arc Angel Fund do? It's our lifeline for individuals with **intellectual and developmental disabilities**. We use these funds to purchase essentials such as **beds, bedding, clothing**, and other necessary items. We also provide **assistive technology devices**, including **iPads**, which open up a world of communication and learning for our community.

Who are we? We are **The Arc of Pueblo**, a **nonprofit advocacy organization**. Our mission? To champion the rights, opportunities, and dignity of people with intellectual and developmental disabilities, along with their families. We are currently **legal guardians** for **77 individuals**. When families need to petition for guardianship, we're there. We also assist in developing **individualized education plans** within our schools, we coordinate resources, provide health and safety assistance, handle appeals, and offer other vital services to enhance the quality of life for those we serve.

How can you make a difference? By joining us in supporting and impacting the lives of **Puebloans with intellectual and developmental disabilities**. If you decide to donate, we'll proudly list your business in our printed program and recognize your generosity at the event.

Thank you for considering our cause. Together, we can create positive change and uplift our community.

Mfr] Pze]är

Stacia Ulibarri
Advocacy Specialist
stacia@arcofpueblo.org
(719) 404-3195

The Golden Tortilla

Presents: "Clash of the Titans"

Pueblo's Celebrity Tortilla Rolling Contest

Pueblo Convention Center

320 Central Main, Pueblo, CO

Friday, April 19, 2023 Tickets \$50 or Tables of 10 Available

5:30p.m.-Social Hour

6:30p.m.-Dinner & Program

For Ticket information contact us at (719) 545-5845 ext #3 or stacia@arcofpueblo.org



2013

Sandy Gutierrez



2014

Jeff Valdez



2015

Phyllis Sanchez



2016

Donald Valdez



2017

Yanera McCulley-Sedillo



2018

Dennis Flores



2019

Chris Segura



2023

Ray Romero



Corporate Sponsorships Available

5 Star Sponsorship

(Includes all 4 Star and 3 Star Sponsorship benefits)

- **Exclusive promotional opportunities with maximum prominence and visibility before and during the event. Full page color recognition ad in print program**
- **Recognition on all media events promoting the competition.**
- **2 Tables for ten for your guests or tickets to donate.**

4 Star Sponsorship

(Includes all 3 Star Sponsorship benefits)

- **Recognition verbally and on-screen during event**
- **1/2 color recognition ad in print program**
- **Ongoing logo placement in e-communications**
- **Logo placement on each dozen of tortillas**
- **Table of 10 for your guests**

3 Star Sponsorship

- **Quarter page color recognition ad in print program.**
- **Sponsor recognition with logo display during the event.**
- **Recognition leading up to and following the event e-communications and social media.**
- **Table of 10 for your guests**

Table Sponsorship

\$500

- **Table of 10 for your guests**
- **Recognition during the event.**



Raffle Sponsors: Items are needed for the raffles to be held that evening. Donors will be recognized in the program.

For sponsorships contact us at (719) 545-5845 ext. 3 or stacia@arcofpueblo.org

[illegible]



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: March 25, 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. 10674

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 March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:

B7A4F51823AB402...

President of City Council

Action by the Mayor:

☒ Approved on 3/26/2024 | 3:29 PM 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:


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 Part 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 25, 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. 10675

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.

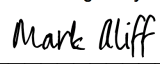
SECTION 3.

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 March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:

B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 3/26/2024 | 12:04 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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:
my signature
7C02EBDFFC3D43C...

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 25, 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 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 INTO PROJECT ACCOUNT 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 for 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. 10676

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 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 INTO PROJECT ACCOUNT 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 Account 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 Account 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 March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:

Mark Aliff

B7A4F51623AB302...

President of City Council

Action by the Mayor:

☒ Approved on 3/26/2024 | 12:03 PM MDT.

☐ Disapproved on based on the following objections:

DocuSigned by:

Heather Graham

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

City Clerk

DocuSigned by:



7C02EBDFFC3D43C...

**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	GRANTOR signature Attach form W-9 City of Pueblo, a Municipal Corporation
By: TJ Thiebaut	By: Nicholas A. Gradisar, Mayor
Division approval (Region ROW Manager)	GRANTOR signature (if applicable)
By: Amber Billings	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 Dabling 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

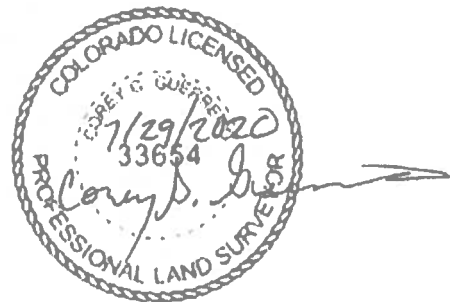
LEGAL DESCRIPTION

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 25, 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. 10677

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.

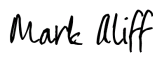
SECTION 4.

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 March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☒ Approved on 3/26/2024 | 12:03 PM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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:
[Signature]
7C02EBDFFC3D43C...

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

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 25, 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 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 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.

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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 Ordinance

COUNCIL MEETING DATE: March 25, 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 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 Ordinance

COUNCIL MEETING DATE: March 25, 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 Streator 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. 10678

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 March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823A8462...

President of City Council

Action by the Mayor:

☒ Approved on 3/26/2024 | 3:53 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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:
W. S. S.
7C02EBDFFC3D43C...

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

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 OBTAINING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM 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.

ALL PUBLIC RIGHTS-OF-WAY, SHOWN HEREON, LAKE AVENUE, OAKLAND AVENUE, AND EAST ORMAN AVENUE, ARE DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

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 1 – NOTES, DEDICATIONS AND SIGNATURE BLOCKS
SHEET 2 – EXISTING BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS
SHEET 3 – LOTS, TRACTS & PARCEL CREATED BY THIS PLAT DETAIL
SHEET 4 – EASEMENTS CREATED BY THIS PLAT 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. N003588-030-T1-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.
8. PARCEL A AND PARCEL F ARE 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 AND PARCEL F, IN THEIR ENTIRETY, ARE HEREBY DEDICATED TO THE CITY AS DRAINAGE EASEMENTS.
9. TRACTS B, C, D AND E, IN THEIR ENTIRETY, ARE HEREBY DEDICATED FOR PUBLIC INGRESS/EGRESS, SANITARY SEWER, AND PUBLIC UTILITIES, STREETS, CURBS AND GUTTERS, AND SIDEWALKS LOCATED WITHIN TRACTS B, C, D AND E 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.
10. 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 OF COVENANTS REFERENCED HEREON.

THE UNDERSIGNED OWNER(S) HEREBY CONSENT TO THE ACCESS RESTRICTIONS SHOWN HEREON

TROY DEVOS, DIRECTOR OF REAL ESTATE QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION	DATE
--	------

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

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

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

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 _____

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 _____

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 PARK DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PARKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE CONSTRUCTION DEPARTMENT, THE ATTENDING ENGINEERING DEPARTMENT, 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.

TRACT USE SUMMARY TABLE						
TRACT/DRIVE	S.F.±	ACRES±	USE	OWNER	MAINTAINED BY	
PARCEL A	46,734	1.073	DRAINAGE EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS	
D (SILVERATOR AVE.)	19,671	0.452	ACCESS, SANITARY SEWER AND PUBLIC UTILITY EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS	
C (GALLO WAY)	9,512	0.218	ACCESS, SANITARY SEWER AND PUBLIC UTILITY EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS	
D (RENO AVENUE)	21,949	0.504	ACCESS, SANITARY SEWER AND PUBLIC UTILITY EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS	
E (ACORD WAY)	9,468	0.217	ACCESS, SANITARY SEWER AND PUBLIC UTILITY EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS	
PARCEL F	26,638	0.612	DRAINAGE EASEMENT IN ITS ENTIRETY	LOT OWNERS	LOT OWNERS	

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

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.

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

LINE TABLE

LINE	BEARING	LENGTH
L1	S01°05'37"E(M)	50.00'(M&R)
L2	S88°54'03"W(M)	15.20'(M)

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

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

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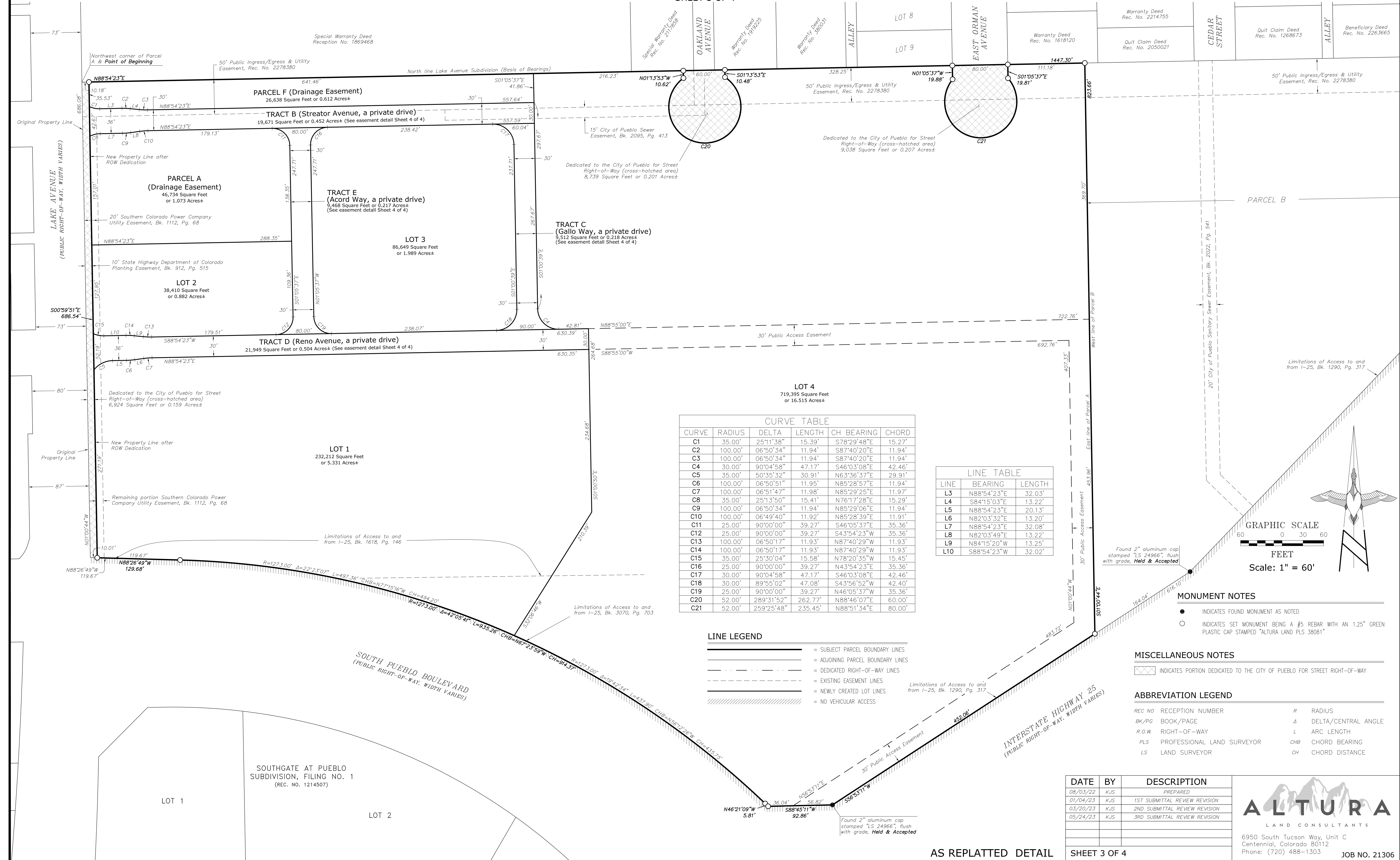
DATE	BY	DESCRIPTION
08/03/22	KJS	PREPARED
01/04/23	KJS	1ST SUBMITTAL REVIEW REVISION
03/20/23	KJS	2ND SUBMITTAL REVIEW REVISION
05/24/23	KJS	3RD SUBMITTAL REVIEW REVISION



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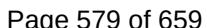
A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

OAKLAND AVENUE	Warranty Deed Rec. No. 199225	ALLEY	LOT 8	EAST ORMAN AVENUE	Warranty Deed Rec. No. 2214755	CEDAR STREET	Quit Claim Deed Rec. No. 1268673	ALLEY	Beneficiary Deed Rec. No. 2263665
	Warranty Deed Rec. No. 380001		LOT 9		Warranty Deed Rec. No. 1618120		Quit Claim Deed Rec. No. 2050021		



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.

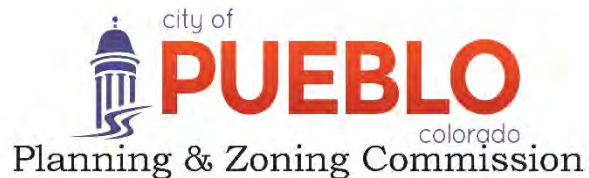
SHEET 4 OF 4



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

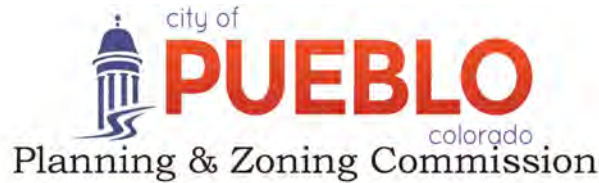
DATE: February 14, 2024

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.

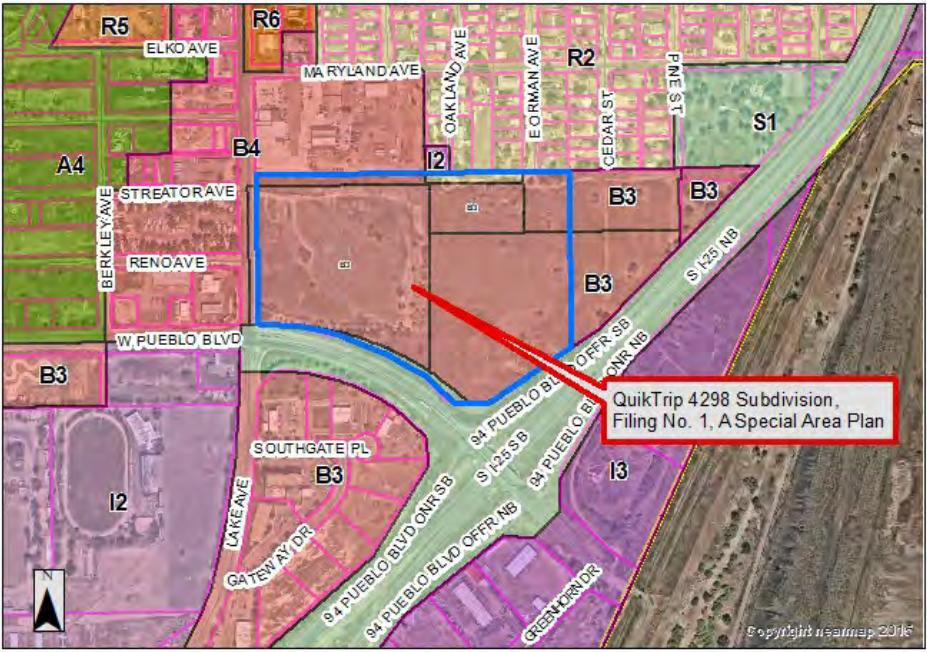
REFERRAL AGENCIES AND COMMENTS:

- 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

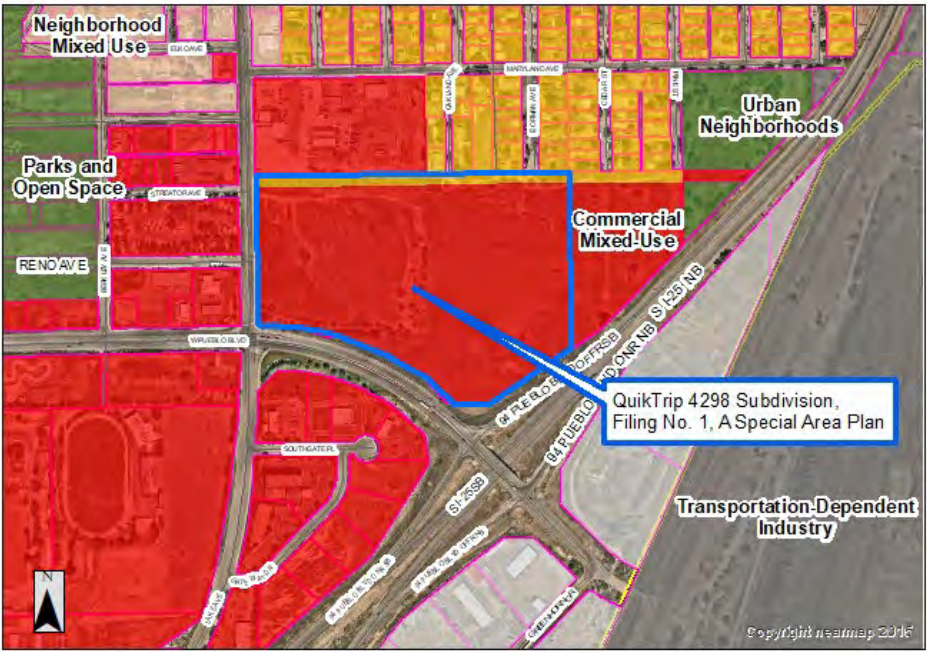
ATTACHMENTS:

- 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.
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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
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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% FROM 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 OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

PLANNING COMMISSION CERTIFICATION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON PLANNING COMMISSION

DATE

APPROVAL FOR RECORDING

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF 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.

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

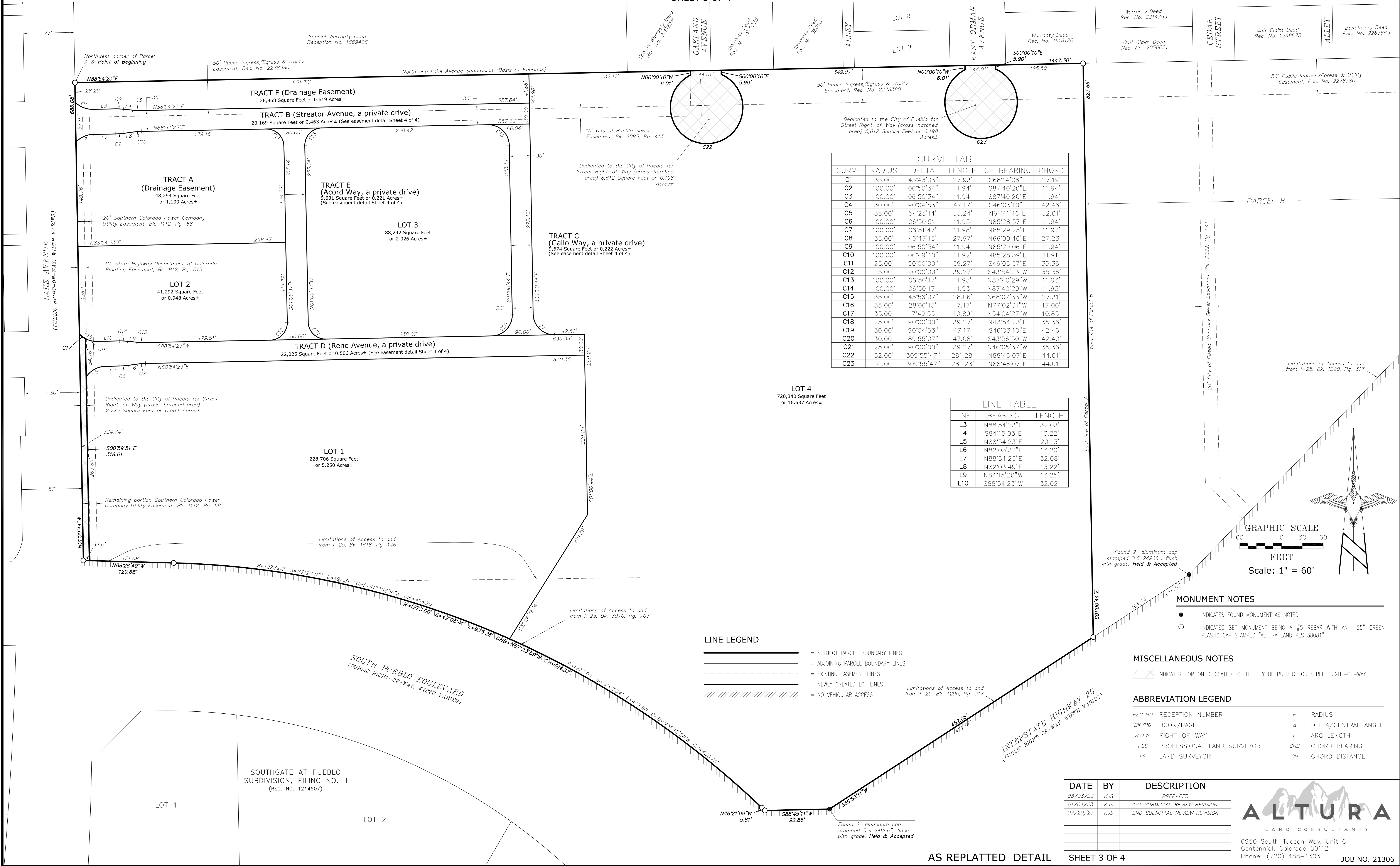


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Phone: (720) 488-1303

QUIKTRIP 4298 SUBDIVISION FILING NO. 1, A SPECIAL AREA PLAN

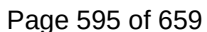
A REPLAT OF PARCEL A, LAKE AVENUE SUBDIVISION, AS AMENDED BY REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-04,
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SHEET 3 OF 4



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.

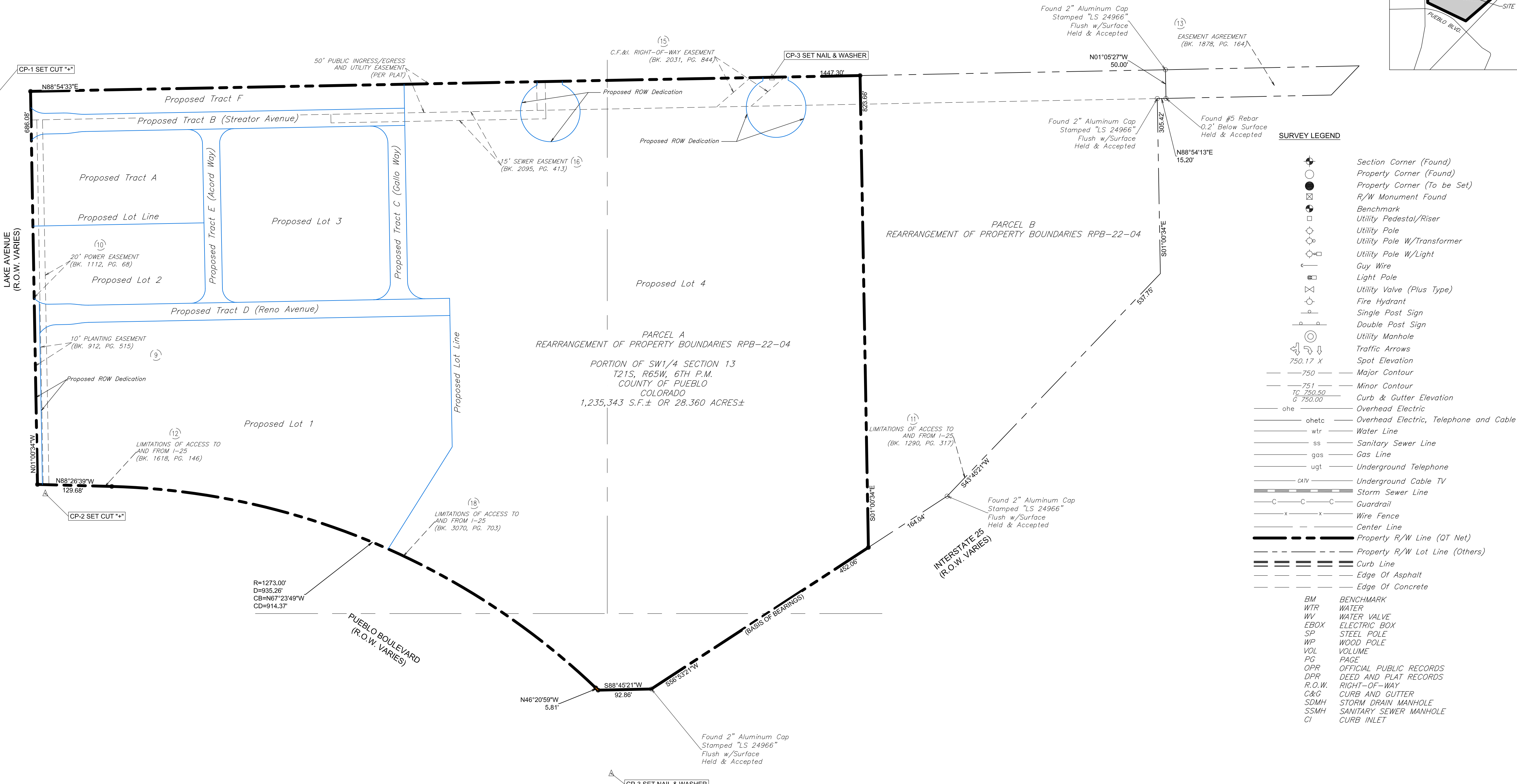
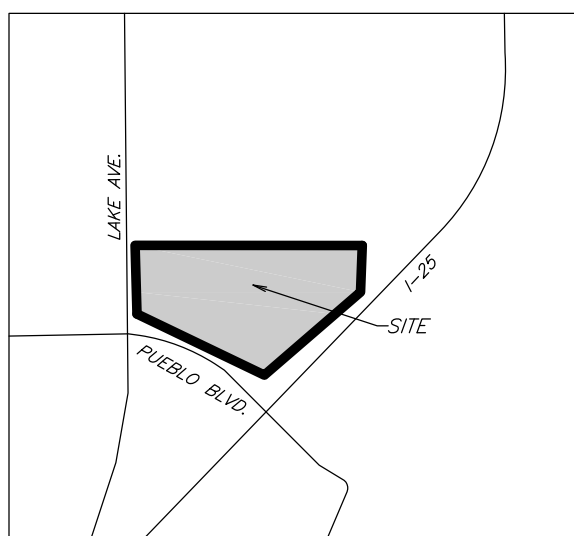
SHEET 4 OF 4



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.



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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



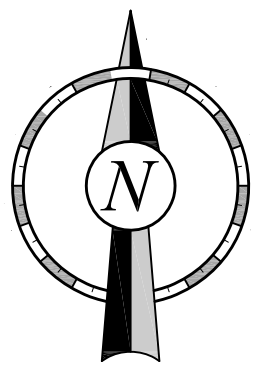
Altura Land Consultants, LLC
Jesus A. Lugo, PLS
6950 S. Tucson Way, Unit C, Centennial, CO. 80112

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:

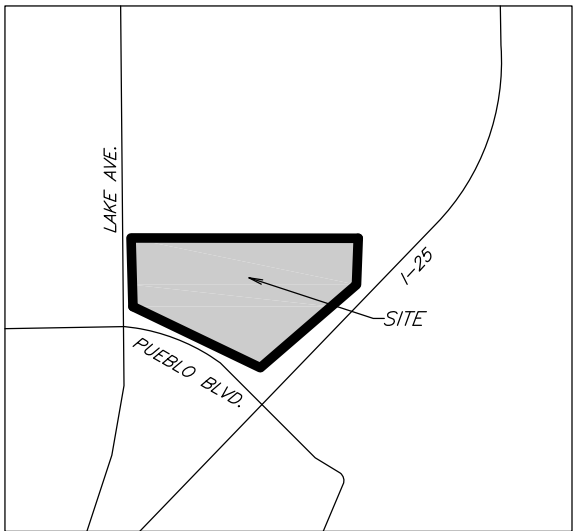
BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH ALTURA LAND CONSULTANTS, LLC OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO 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

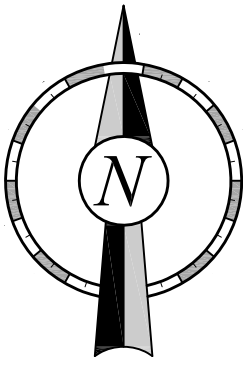
- BM BENCHMARK
- WTR WATER
- WV WATER VALVE
- EBOX ELECTRIC BOX
- SP STEEL POLE
- WP WOOD POLE
- VOL VOLUME
- OPR OFFICIAL PUBLIC RECORDS
- OPR DEED AND PLAT RECORDS
- R.O.W. RIGHT-OF-WAY
- C&G CURB AND GUTTER
- SDMH STORM DRAIN MANHOLE
- SSMH SANITARY SEWER MANHOLE
- CI CURB INLET



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6950 S. Tucson Way, Unit C, Centennial, CO. 80112

Underground Utility Note:

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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.



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WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE:	X
DIVISION:	X
VERSION:	X
DESIGNED BY:	X
DRAWN BY:	JT
REVIEWED BY:	JAL

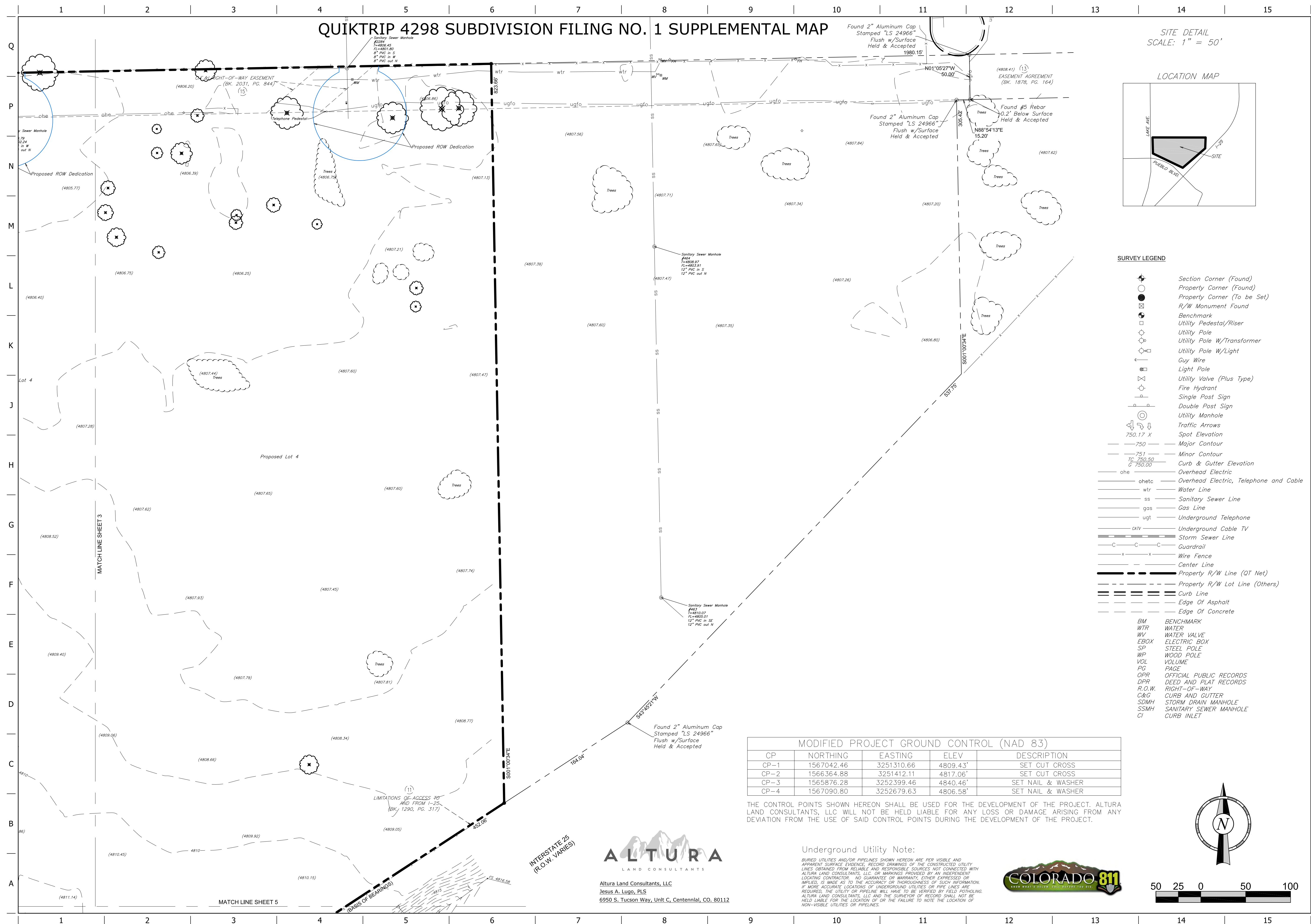
REV	DATE	DESCRIPTION	DESIGN	CHECK	APPROVE
1	1/17/23	1ST SUBMITTAL			
2	1/17/23	2ND SUBMITTAL			

ORIGINAL ISSUE DATE: JAN. 18, 2022

SHEET TITLE:
TOPOGRAPHIC SURVEY
DETAIL

SHEET NUMBER:

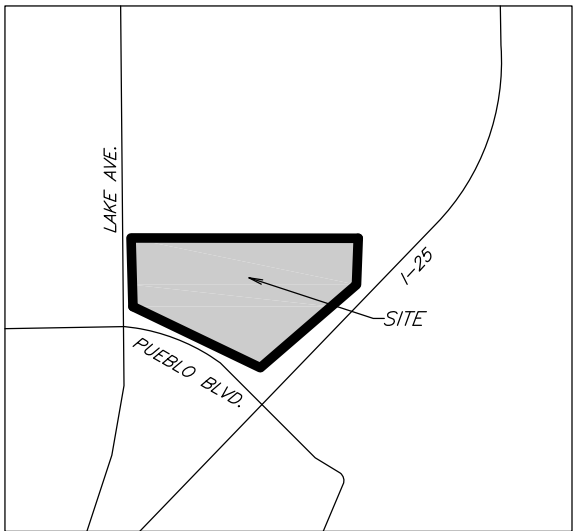
C022



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.



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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	12/22/23			
2	1/10/24			

ORIGINAL ISSUE DATE: JAN. 18, 2022

SHEET TITLE:
TOPOGRAPHIC SURVEY
DETAIL

SHEET NUMBER:
C024



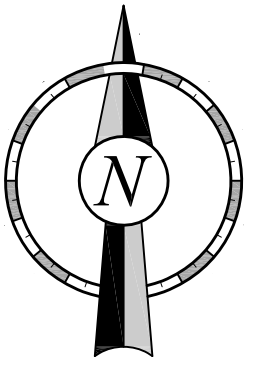
Altura Land Consultants, LLC
Jesus A. Lugo, PLS
6950 S. Tucson Way, Unit C, Centennial, CO, 80112

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
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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.~~

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.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	35.00'	48°33'03"	27.83	988°40'E	27.11
C2	100.00'	06°50'34"	11.94	587°02"E	11.94
C3	100.00'	08°50'34"	11.94	587°40'20"E	11.94
C4	35.00'	08°50'33"	11.92	588°03'10"E	11.92
C5	35.00'	34°33'33"	33.24	88°03'03"E	33.24
C6	100.00'	03°50'31"	11.92	N85°28'57"E	11.92
C7	100.00'	03°51'47"	11.99	N85°28'42"E	11.99
C8	35.00'	48°47'15"	27.87	N89°00'45"E	27.72
C9	100.00'	03°50'31"	11.92	N85°28'57"E	11.92
C10	100.00'	06°49'40"	11.92	N85°28'39"E	11.92
C11	25.00'	93°00'00"	39.27	245°34'23"E	35.33
C12	25.00'	93°00'00"	39.27	345°34'23"E	35.33
C13	25.00'	93°00'00"	39.27	445°34'23"E	35.33
C14	100.00'	05°50'17"	11.93	N87°40'20"E	11.93
C15	35.00'	47°56'07"	28.06	N87°35'35"E	27.33
C16	35.00'	29°18'33"	17.57	N73°02'31"E	17.30
C17	35.00'	17°06'13"	13.62	N63°02'31"E	13.62
C18	25.00'	93°00'00"	39.27	N445°34'23"E	35.33
C19	300.0'	08°34'36"	74.11	245°35'10"E	62.46
C20	300.0'	08°35'37"	75.58	245°35'50"E	62.46
C21	300.0'	08°36'38"	77.05	245°36'22"E	62.46
C22	57.00'	35°05'47"	28.18	N89°48'07"E	34.00
C23	57.00'	35°05'47"	28.18	N89°48'07"E	34.00

ACCESS EASEMENT FOR SIGN AND
PARCEL B IS REQUIRED

LINE TABLE		
LINE	BEARING	LENGTH
L3	N88°56'23"E	32.03
L4	S84°18'03"E	13.22
L5	N88°56'23"E	20.13
L8	N82°03'32"E	13.20
L7	N88°56'23"E	32.08
L8	N82°03'48"E	13.22
L9	N84°15'20"W	13.28
L10	S86°54'23"W	32.02

GRAPHIC SCALE
0 30 60
FEET
Scale: 1" = 60'

MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALURA 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
BOOK	BOOK/PAGE	Δ	DELTA/CENTRAL ANGLE
RIGHT-OF-WAY		L	ARC LENGTH
PLS	PROFESSIONAL LAND SURVEYOR	CHB	CHORD BEARING
LS	LAND SURVEYOR	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

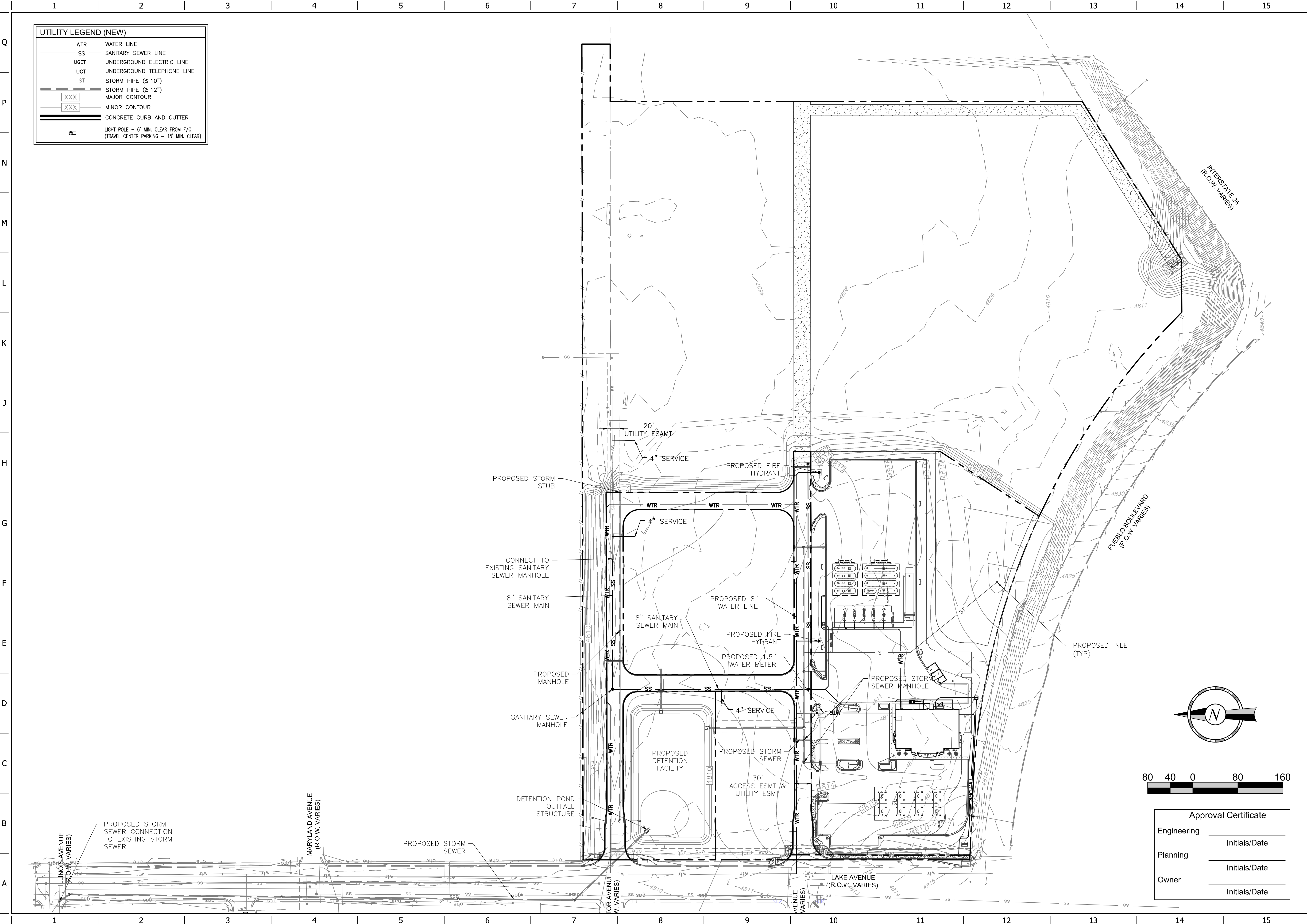
ALTURA
LAND CONSULTANTS

8950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

AS REPLATTED DETAIL

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
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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

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

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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.

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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
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80222-3406
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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 25, 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. 10679

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 March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

☒ Approved on 3/26/2024 | 3:53 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

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Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

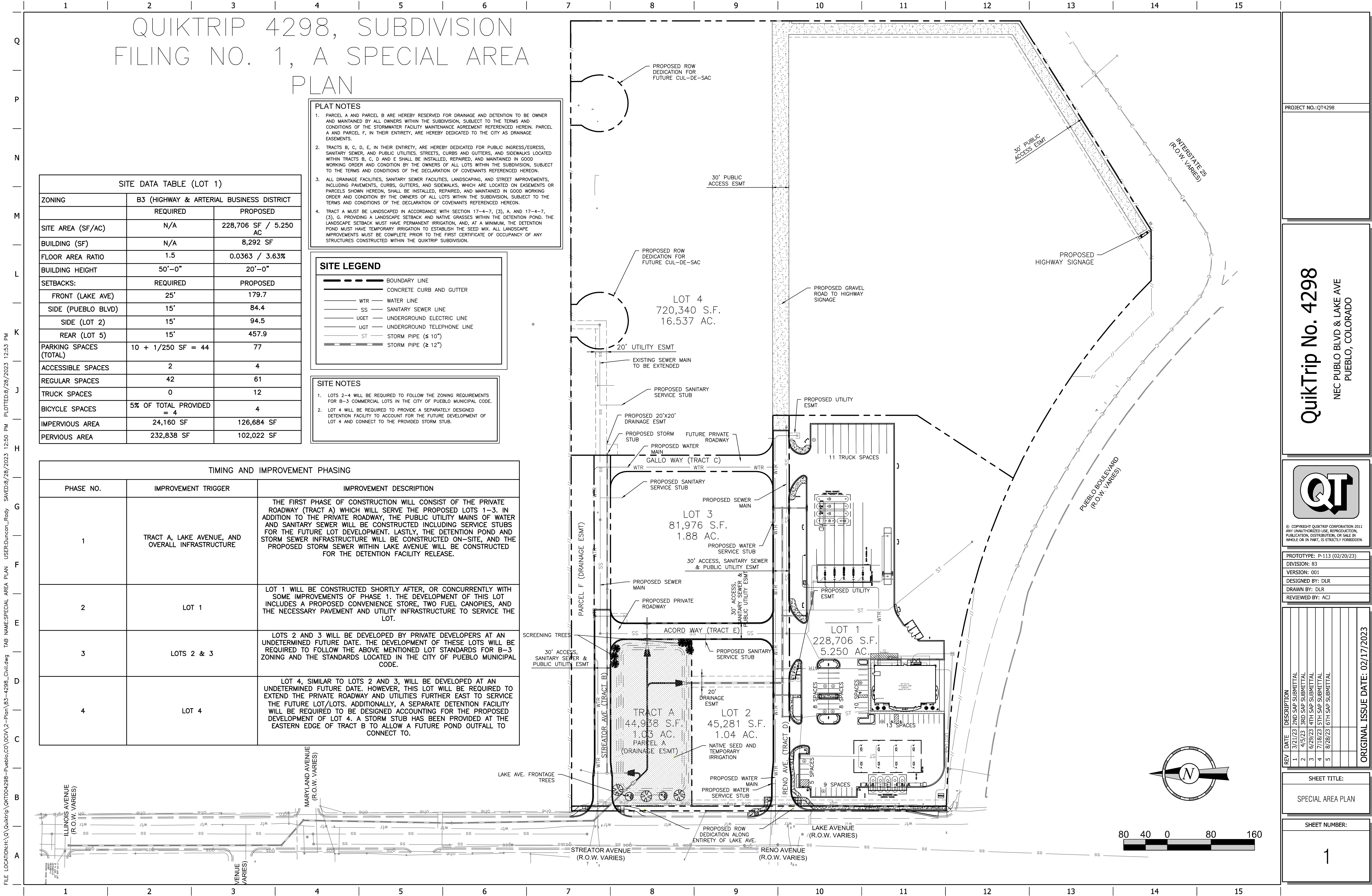
President of City Council

ATTEST

City Clerk

DocuSigned by:

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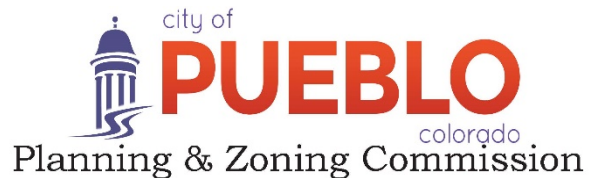


FILE LOCATION: H:\Q\Quiktrip\Q4298\Q4298-Pueblo\CO\CCW 2-Plan\Q3-4298-Civil.dwg TAB NAME: SPECIAL AREA PLAN USER: Duncanson, Rody SAVED: 8/28/2023 12:53 PM PLOTTED: 8/28/2023 12:53 PM

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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

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

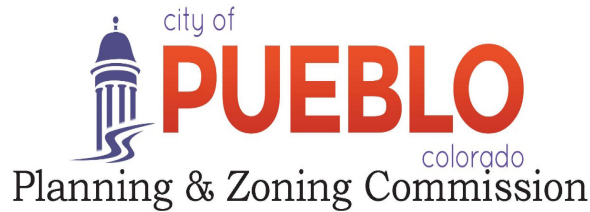
DATE: February 14, 2024

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:

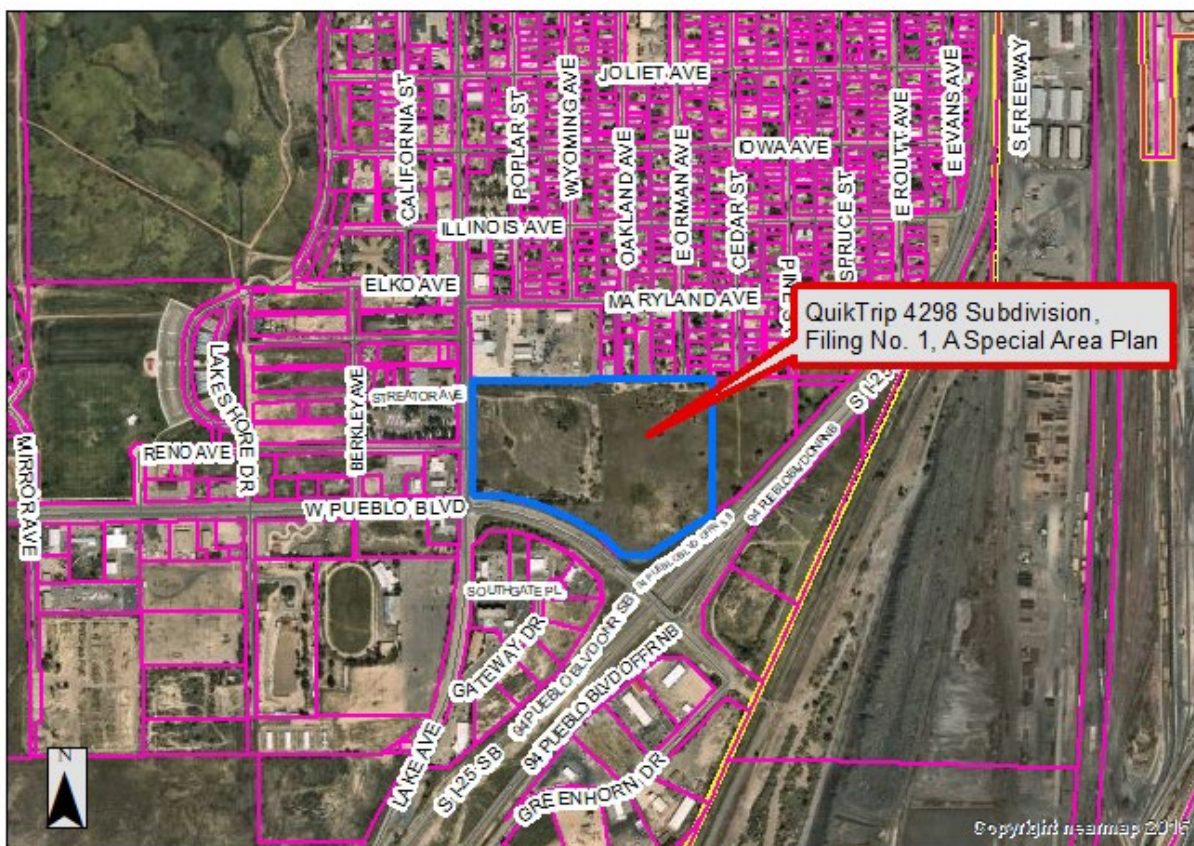
Staff recommends the Planning and Zoning Commission forward a recommendation to City Council that the requested Special Area Plan be approved with the following conditions. The conditions must be addressed prior to City Council review and approval:

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.

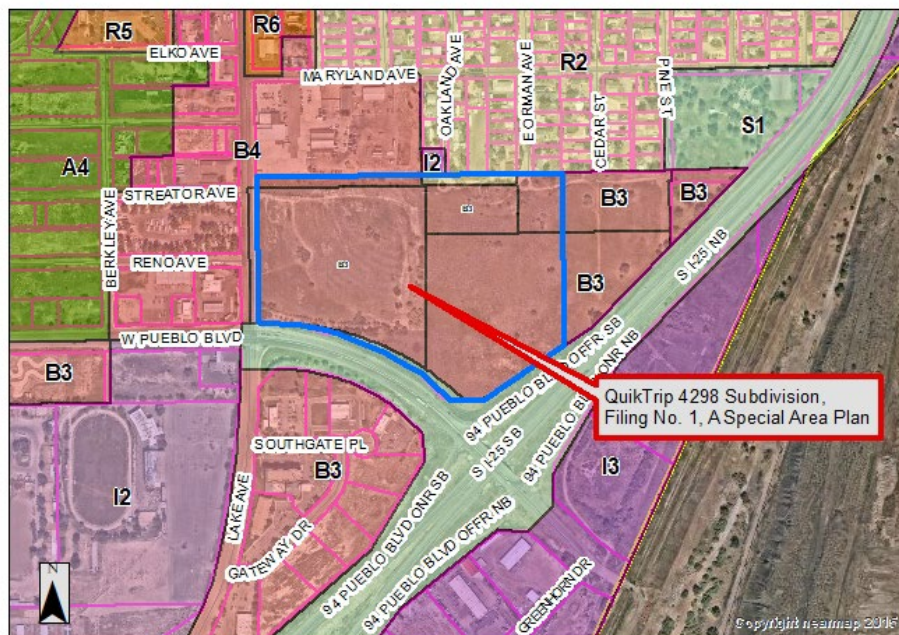
2. The Special Area Plan Plat must include provisions for the landscaping of Tract A in accordance with Section 17-4-7, (3), a. and 17-4-7, (3), g. providing a landscape setback and native grasses within the detention pond. The landscape setback must have permanent irrigation, and, at a minimum, the 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:

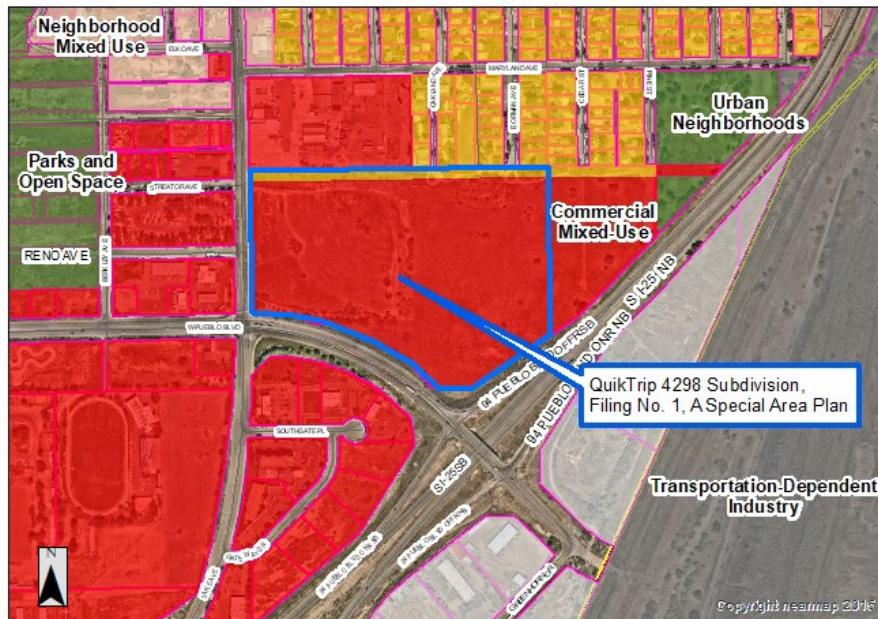
- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Special Area Plan
- G. SRC Memo, April 5, 2023



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	Attachment Checklist	
The following list of attachments are required to accompany all applications: ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☐ C. Additional information as required by the P&Z Submittal Requirements Sheet .			
Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:	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.
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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
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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

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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 2330 ACERO AVE APT	PUEBLO	CO	81003-3428
GIBSON JOHN E	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 25, 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. 10680

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 March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☐ Approved on 3/26/2024 | 4:08 PM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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.

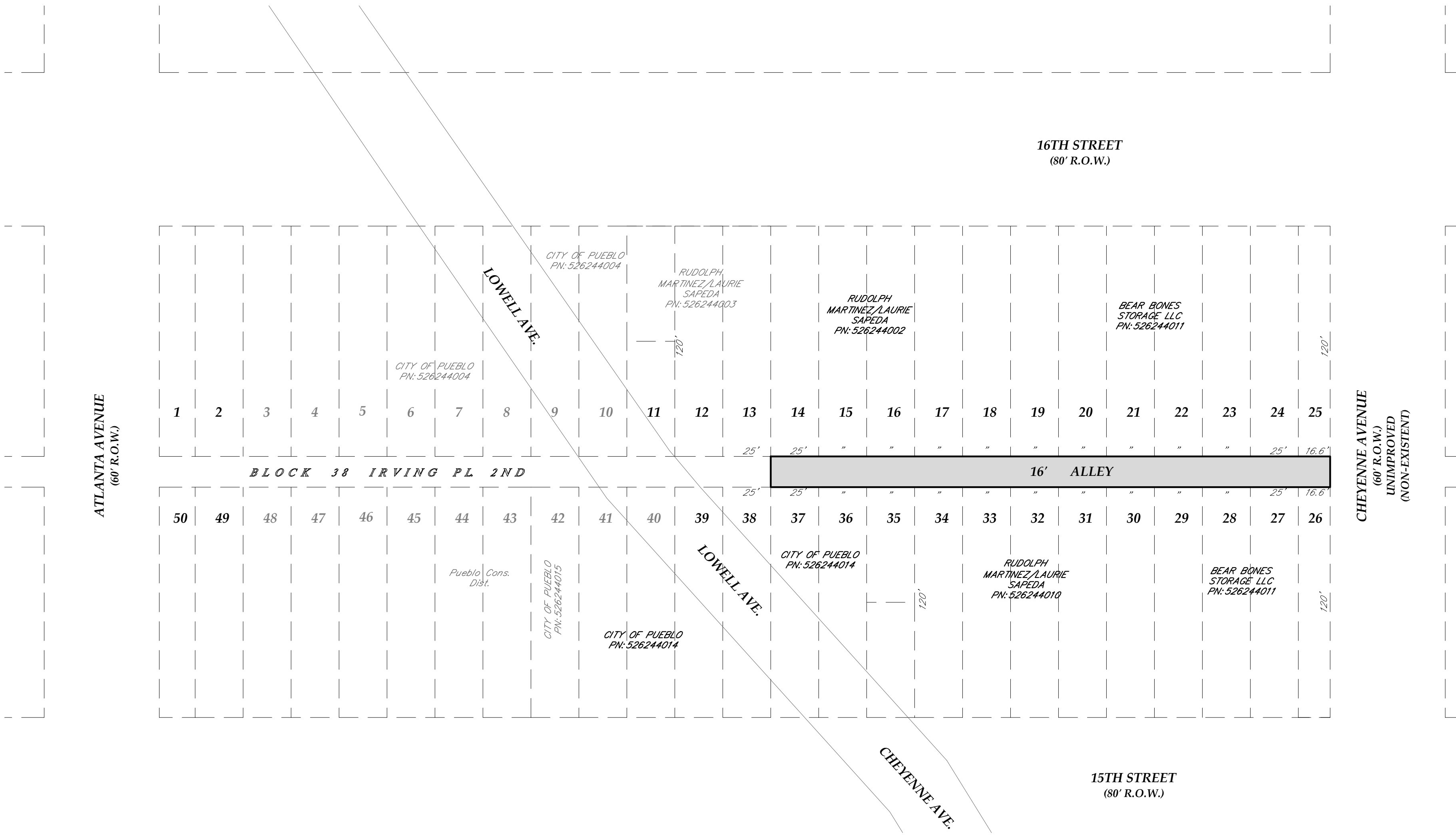
President of City Council

ATTEST

City Clerk

DocuSigned by:
my S&S
7C02EBDFFC3D43C...

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.

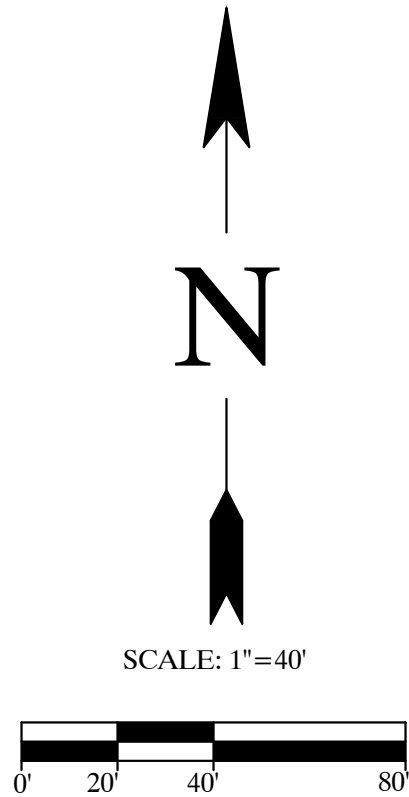
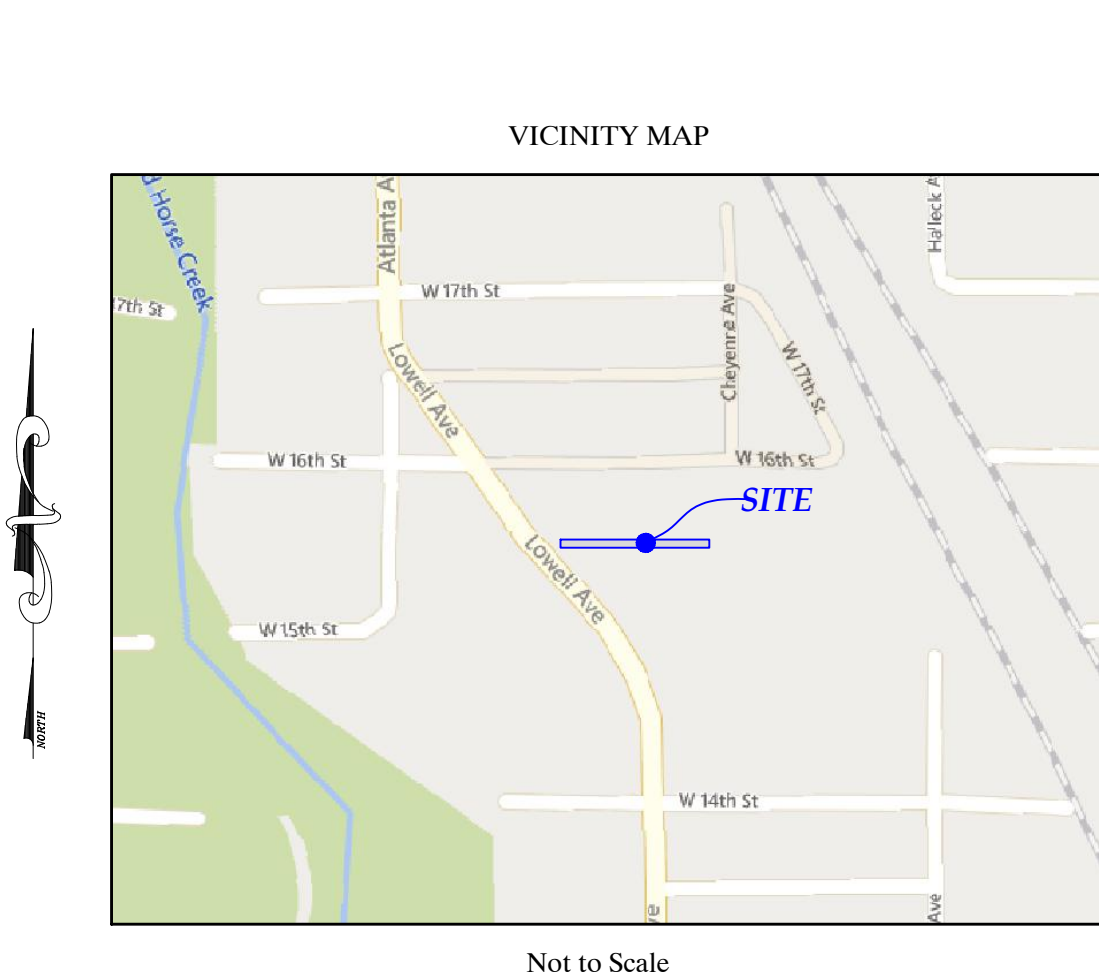
RESERVATIONS:
NONE

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



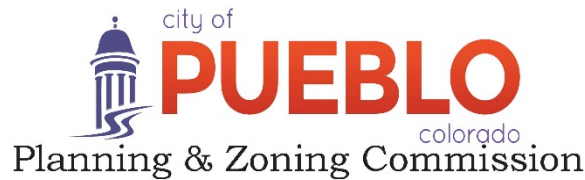
 Proposed Vacation

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.

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:

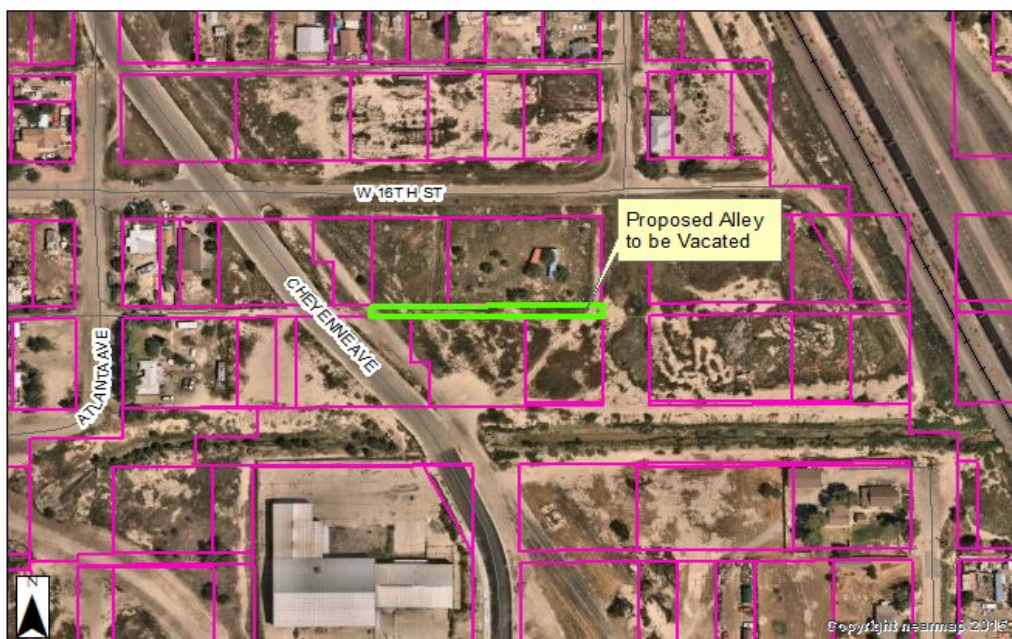
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Vacation be Approved with the following conditions:

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.

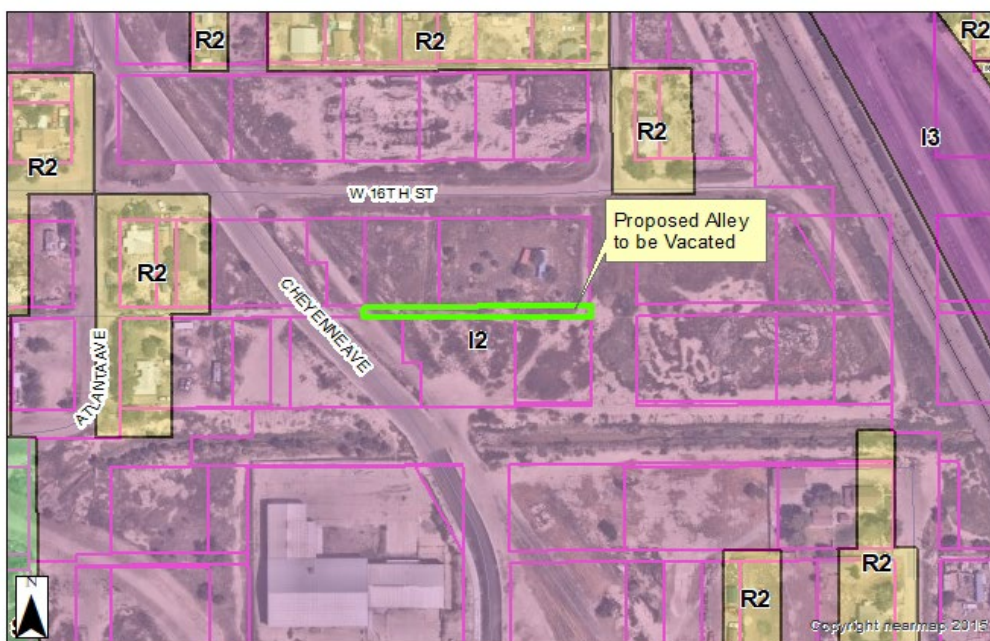
ATTACHMENTS:

- 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

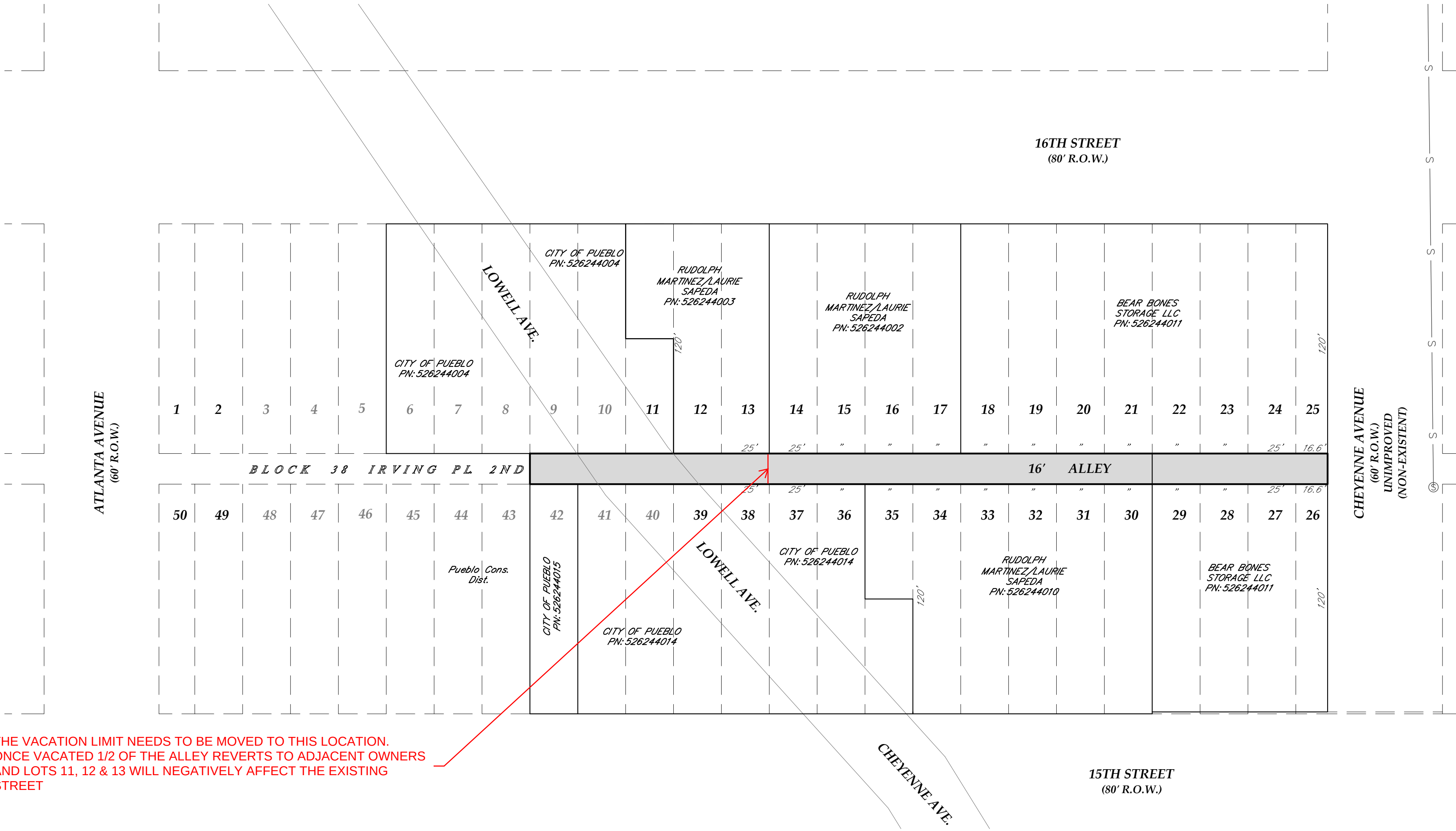


C. Public Notice Poster



Looking east from improved Cheyenne Ave. The alley extends from the drive-cut shown. The alley was never improved or used.

Alley Vacation 23-
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



THE VACATION LIMIT NEEDS TO BE MOVED TO THIS LOCATION.
ONCE VACATED 1/2 OF THE ALLEY REVERTS TO ADJACENT OWNERS
AND LOTS 11, 12 & 13 WILL NEGATIVELY AFFECT THE EXISTING
STREET

LEGAL DESCRIPTION

ALLEY
All that part of the alley lying Southerly of Lots 9 through 25 and Northerly of Lots 26 through 42, Block 38, recorded at Reception No. 32407 of the Pueblo County records, State of Colorado.

The above described parcel of land contains 12,599± Sq. Ft.

RESERVATIONS:

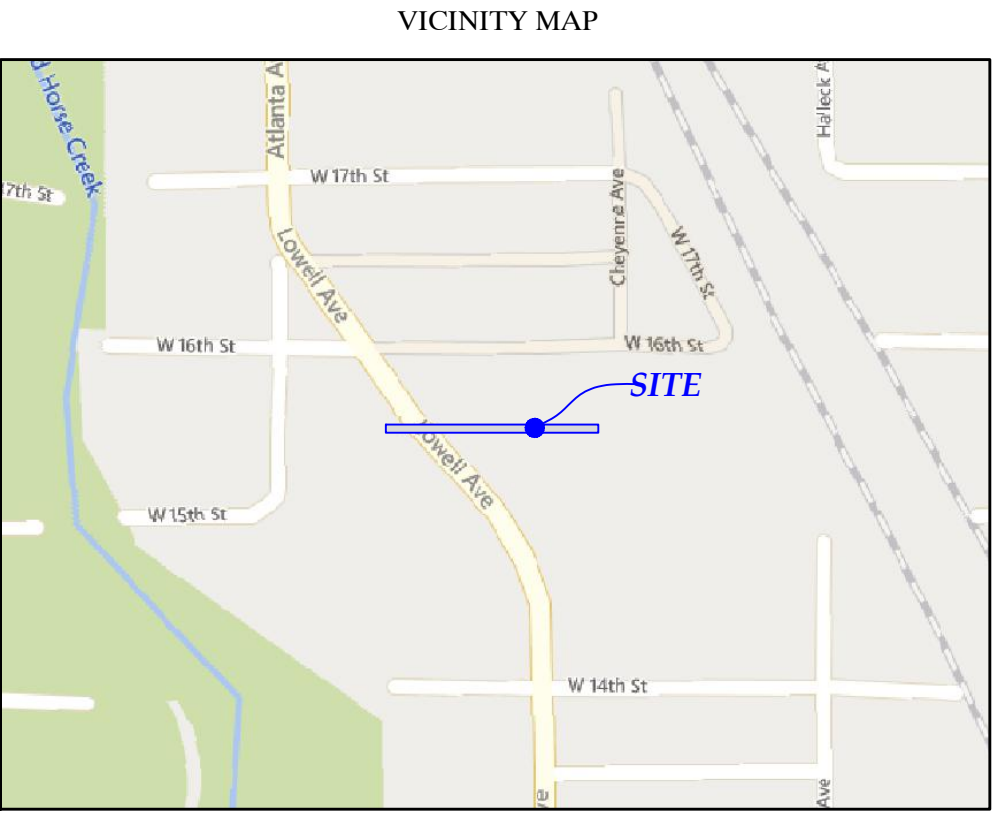
PURPOSE:
The owners have property on both sides of Alley in Block 38 and wishes to utilize the property.

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

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



Not to Scale

Proposed Vacation

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

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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

Formal Complaint

Against: City Council member Regina Maestri

From: Janet Smith & James Smith

Dated Mar. 5, 2024

Please accept this document as a formal complaint against City Council person Regina Maestri.

It has come to our attention that Ms. Maestri has been spreading falsehoods about us. A well-known member of the community, came to Janet Smith with allegations of fraud and felonies which was passed through Ms. Maestri. Without any fact supporting such claims, allegations were of a very serious nature (stating James Smith had a felony and shouldn't be allowed around children). She also claimed Janet fails to do background checks and that we benefit from funds of the Non-Profit. All of these allegations are false.

A background check was done on James (by Janet) in 2015 with no issues on him (misdemeanors nor felonies). All funds coming into the Non-Profit are well documented, as are expenses and these are available on the IRS and CO state websites under our financials. I'm assuming Ms. Maestri is wondering how we fixed our own residence, bought a car and a motorhome, which is none of her business quite frankly. But for the record, what she doesn't know is that James' mom had passed away and left James Smith \$330k as a beneficiary of her estate. Again, this is not her business and the fact that I mention it is only to show our own financial circumstances are sound.

I doubt Ms. Maestri knows that initially, when houses were being donated, Janet was using her meagre wages (\$1500 a month for 6 years) as a bookkeeper to buy supplies, pay for new roofs and keeping up with the utilities. There was no other source of income other than a small donation here and there. However, even though it was a struggle, she managed to get the houses repaired with the help of volunteers. All three houses that were donated were major blight problems for Pueblo. In 2012 when the first house was started, the lower Eastside was a major crime, drug and prostitute area. Today three houses are beautifully restored Victorian homes that add value to the city, not to mention what all the programs we have provided for many youths over the last decade to help guide children of all ages. In 2019 we sold one house to do repairs on another. In 2022 we sold a house that we couldn't get off the condemnation list and bought a piece of land hoping to build a veteran's tiny village, but that too wasn't supported by the city. We have instead used our funds to upgraded our music house, with central air, new windows, new floors and purchased needed equipment for our radio station. Some funds were set aside & will be used for operational expenses to carry the Foundation, so we're not having to rely on grants.

In our opinion, Ms. Maestri **is not performing as per the ethics of City Council**. She should not be using her influence to spread rumors and untruths. If no formal apology from Ms. Maestri is rendered, then it will show that the present City Council and Mayor are condoning her actions and further action will be taken by us.

We were hoping with all the many new members and Mayor we would have a better Pueblo. Apparently, there's still some issues that need to be addressed and this is one. People who promote lies and defame others who are working hard to help Pueblo should not allowed to be serving people, period!

Ms. Maestri was offered a meeting with us, to discuss her accusations, but she was unwilling to do so. We will gladly participate in any meeting and will bring our source, whom all of you know and respect.

The Board @ OTR Foundation dba Pueblo House & KOYC Radio 98.5FM